

Andre Sherman (SBN 198684)
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Attorneys for Plaintiffs and the Class

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

MIGUEL MONTOYA, NICHOLAS LANE,
and 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,

Defendants.

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF ANDRE SHERMAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND INCENTIVE
AWARDS**

[Notice of Motion and Motion for Final
Approval of Class Action Settlement,
Attorneys' Fees and Costs, and Incentive
Awards; Declaration of Class Counsel (Edwin
Aiwasian) Declarations of Class
Representatives (Miguel Montoya, Nicholas
Lane, LeCostel Williams, and Jose Rosendo
Camarillo); Declaration of Settlement
Administrator (Jarrod Salinas); and [Proposed]
Final Approval Order and Judgment filed
concurrently herein]

Date: November 8, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: September 20, 2017
FAC Filed: July 1, 2022
Trial Date: None Set

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I, **ANDRE SHERMAN**, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a current member of Sherman & Sherman, APC, and attorney of record for Plaintiff LeCostel Williams (“Plaintiff Williams”), a named plaintiff in the action entitled *LeCostel Williams v. National Oilwell Varco, LP*, Kern County Superior Court Case No. BCV-20-102399. I make this declaration of my personal knowledge and/or based on information and belief and could testify thereto if called as a witness.

2. Before forming my current firm in 2020, I practiced law for 20 years as a trial lawyer with a firm specializing in the representation of plaintiffs in mass torts and complex litigation, class actions, and significant personal injury claims. I personally focused on complex litigation, class actions, including employment class and mass torts actions, in addition to catastrophic personal injury litigation. I have represented all types of individuals and businesses in both state and federal courts in California and across the nation.

3. I have extensive experience, and success in pursuing claims on behalf of classes and large groups of plaintiffs. Below is a partial list of class actions and multi-plaintiff litigation in which I have worked or am currently working, including some recent class certifications:

- Represented the plaintiff with co-counsel in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.
- Represented the plaintiffs with co-counsel in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.
- Represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On

February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

- Represented the plaintiffs with co-counsel in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.
- Represented the plaintiff in a wage-and-hour class action against a retail clothing company involving allegations of off-the-clock work, interrupted, late, and missed rest and meal breaks, and denial of reimbursement for necessary business expenses. Court granted final approval of a class action settlement. The Los Angeles Superior Court Case Number is BC488069;
- Represented the plaintiffs in a wage-and-hour class action against a financial institution involving allegations of off-the-clock work, interrupted, late, and missed rest and meal breaks, and denial of reimbursement for necessary business expenses. The Court granted final approval of a class action settlement. The San Bernardino Superior Court Case Number is CIVDS1503956;
- Represented the plaintiff in a wage-and-hour class action against a furniture company involving allegations of misclassification of salaried store-level individuals classified as exempt-individuals, as well as allegations of off-the-clock work, interrupted, late, and missed rest and meal breaks, and denial of reimbursement for necessary business expenses. The court granted final approval of a class action settlement. The Santa Clara Superior Court Case Number is 1-15-CV-276297;
- Represented the plaintiff in a wage-and-hour class action against a candle retail company involving allegations of off-the-clock work, interrupted, late, and missed rest and meal breaks, and denial of reimbursement for necessary business expenses.

1 The court granted final approval of a class action settlement. The Riverside Superior
2 Court Case Number is RIC1311964;

- 3 • Represented the plaintiffs in a wage-and-hour class action against a consumer
4 packaging company involving allegations of off-the-clock work, interrupted, late, and
5 missed rest and meal breaks, and denial of reimbursement for necessary business
6 expenses. The court granted final approval of a class action settlement. The Los
7 Angeles Superior Court Case Number is BC590429.
- 8 • *Carrillo v. Rent-A-Center, Inc.*, San Diego Superior Court Case No. JCCP 4244. This
9 matter involved representation of a class of consumers who participated in “rent-to-
10 own” programs which allegedly violated portions of the Karnette Rental Purchase
11 Act. Class settlement obtained on behalf of thousands of customers.

12 4. I have additionally served as lead, liaison, and executive committee counsel on
13 local and national multi-plaintiff pharmaceutical, and product defect cases.

14 5. David Ventura was an associate attorney at my office. He received his
15 undergraduate degree from California State University, Fullerton and earned a Juris Doctorate
16 from Trinity Law School. He was admitted to practice in California in 2015. He is admitted to
17 practice in the Courts of the State of California. The focus of his practice was on personal injury
18 and class action wage and hour law. He has worked on multiple class action and PAGA cases
19 that are being litigated or pending final approval, including *Denice Flewellen, et al. v. Desert*
20 *Regional Medical Center, Inc.* (Riverside County Superior Court Case No. CVPS2200585),
21 *Atoylya Forbes, et al. v. Nor Cal Fast Foods, Inc.* (Alameda County Superior Court Case No.
22 22CV005968), *Christian Garcia, et al. v. E.S. Kluft & Company, Inc.* (Los Angeles County
23 Superior Court Case No. 22STCV12471), *Jorge Garcia, et al. v. PRC Restoration, Inc.* (Los
24 Angeles County Superior Court Case No. 21STCV37638), *Tigran Gasparian, et al. v. R & B*
25 *Medical Group, Inc.* (Los Angeles County Superior Court Case No. 21STCV20158), *Lilia*
26 *Olaque, et al. v. CiminoCare, Inc.* (Sacramento County Superior Court Case No. 34-2021-
27 00298633-CU-OE-GDS), *Jesse Gibson, et al. v. Nutrition Corp, Inc.* (Orange County Superior
28 Court Case No. 30-2021-01238445-CU-OE-CXC), *Cherylanette Green, et al. v. East Oakland*

1 *Community Project* (Alameda County Superior Court Case No. 22CV009840), *Gabriel*
2 *Martinez, et al. v. Magnesite Specialties, Inc.* (Los Angeles County Superior Court Case No.
3 22STCV11615), *Isabella Mauries, et al. v. Mercedes Diaz Homes, Inc.* (Los Angeles County
4 Superior Court Case No. 21STCV20211), *Maria Olivares, et al. v. Protection Patrol Services,*
5 *Inc.* (Los Angeles County Superior Court Case No. 22STCV09321), *Rudolfo Samaniego, et al.*
6 *v. All City Plumbing, Drain Cleaning & Rooter* (San Bernardino County Superior Court Case
7 No. CIVSB2111159).

8 **WORKED PERFORMED BY ANDRE SHERMAN**

9 6. I have fully and actively participated in many aspects of this litigation. The tasks
10 performed included, and were not limited to, conducting research and investigation; reviewing
11 and analyzing a large volume of documents obtained from Defendants and other sources;
12 interviewing and gathering information from Plaintiffs and other putative class members,
13 aggrieved employees, and percipient witnesses; drafting, reviewing, and revising pleadings and
14 court filings; developing a strategy for litigation, settlement negotiations, and mediation;
15 preparing for and attending mediation and settlement negotiations; drafting and reviewing
16 settlement papers.

17 7. Sherman & Sherman, APC engaged in informal discovery and motion practice,
18 communicating with Plaintiff Williams, and preparing for and attending mediation and
19 participating in ongoing settlement negotiations in connection therewith, among other work
20 performed. Sherman & Sherman, APC analysed a large volume of documents and data produced
21 and obtained during litigation in order to find the pertinent documents, information, and data that
22 would be helpful to the evaluation of the claims.

23 8. I reviewed numerous documents either obtained from Defendant, Plaintiffs, or
24 other sources. These documents provided counsel with a critical understanding of the nature of
25 the work performed by aggrieved employees and Defendants' policies and procedures, and were
26 used in analyzing certifiability, liability, and monetary exposure in connection with all phases of
27 the litigation.
28

1 9. Sherman & Sherman, APC has spent a considerable number of hours litigating the
2 matter, and I was responsible for the work performed by Sherman & Sherman, APC in the
3 matter. I have reviewed records reflecting the work I performed, and hereby attest that Plaintiff's
4 Counsel spent over 200 hours, while at Sherman & Sherman, APC, performing legal services in
5 the above-captioned matter.

6 10. The hourly rate of \$750 is commensurate with my individual background, training,
7 and experience.

8 11. The hourly rate of \$450 is commensurate with David Ventura's individual
9 background, training, and experience.

10 **APPROVAL OF THE SETTLEMENT**

11 12. Marked and attached hereto as "**EXHIBIT 1**" is the Settlement Agreement and
12 Release ("Settlement Agreement," "Settlement," or "Agreement") entered by and between
13 Plaintiff and Defendants ("Defendants").

14 13. The "Aggrieved Employees" covered under the Settlement consist of the
15 following individuals all non-exempt employees of Defendants in the State of California at any
16 time during the Class and PAGA Period, including Plaintiff ("Aggrieved Employees").

17 14. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into
18 a considerable sum of monetary benefits for Plaintiff, the Aggrieved Employees' Settlement, in
19 the following respects: (1) their recoveries over a reasonably short period of time as opposed to
20 waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that
21 compares favorably with other similar representative action settlements of this type; and (3)
22 significant savings in attorneys' fees and costs which would have only increased significantly
23 had the case progressed through trial and/or appeals.

24 15. I have been actively engaged in this litigation of this matter since initiating the
25 Action on October 13, 2020, as have several other attorneys and members in our firm. Sherman
26 & Sherman, APC has actively participated in all phases of the litigation process. Before initiating
27 the PAGA Action, Sherman & Sherman, APC investigated and researched the facts and
28 circumstances underlying the pertinent factual and legal issues and applicable law. This required

thorough discussions and interviews between attorneys at our firm and Plaintiff, and research into the various legal issues involved in the case, namely, the current state of the law as it applied to representative adjudication of penalties, off-the-clock, meal and rest breaks, wage-and-hour enforcement, Plaintiff's claims, and potential defenses. After conducting initial investigation, our firm determined that Plaintiff's claims were well-suited for a representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of current and former non-exempt employees who worked for Defendants in the State of California, who were not properly compensated for, *inter alia*, all hours worked, noncompliant meal and rest breaks, business expenses, and associated waiting time penalties.

16. Throughout this litigation, we used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for representative adjudication. Plaintiff's Counsel reviewed and analyzed Defendants' written policies and employment practices applicable to Plaintiff and the Aggrieved Employees. Prior to and during the mediation, Plaintiff's Counsel conducted informal investigations and discovery into the facts of the case, including, but not limited to, obtaining, reviewing, and analyzing a volume of documents and a large sampling of payroll data for the Aggrieved Employees, which included, among other things, hours reported, hours paid, overtime reported and paid, reported meal and rest breaks, timing of breaks taken, and reimbursements paid. Plaintiff's Counsel also reviewed Defendants' operations and employment policies, practices, and procedures. Other work performed by Plaintiff's Counsel included and was not limited to: (a) case strategy and analysis; (b) drafting, reviewing, and revising pleadings and a mediation brief; (c) preparing for and appearing for court proceedings; (d) undertaking calculations of the value of the claims; and (e) preparing for and attending the mediation and settlement negotiations.

17. As outlined herein, the Parties have conducted extensive informal discovery, formal discovery and investigation during the course of this litigation. Plaintiff's Counsel analyzed a volume of documents and data either produced by Defendants and Plaintiff or obtained by Plaintiff's Counsel through other sources. These documents and data provided a critical understanding of the nature of the work performed by the Aggrieved Employees, as well

as Defendants' operations and employment policies, practices, and procedures, and were used in analyzing liability, damages, and valuation issues in connection with all phases of the litigation, and ultimately with the mediation and settlement negotiation process. Plaintiff's Counsel also performed significant research into the law concerning Defendants' defenses.

18. After conducting significant investigation of the facts and law during the prosecution of the Action, counsel for the Parties engaged in extensive settlement negotiations to try to resolve the entire matter. The Parties participated in private mediation before Eve Wagner, Esq. on June 7, 2021, a mediator well-regarded and experienced in mediating wage-and-hour class and representative actions. The Parties discussed various aspects of the case, including the risks and delays of further litigation, the risks to both Parties of proceeding with a representative trial, the law relating to off-the-clock, meal and rest breaks, wage-and-hour enforcement, and the evidence produced and analyzed. Arriving at a settlement that was acceptable to both Parties was not easy. Defendants and their counsel felt very strongly about Defendants' ability to prevail on the merits and to raise manageability issues, while Plaintiff and Plaintiff's Counsel believed that a representative trial was manageable and that they would prevail at trial. During all settlement discussions, the Parties conducted their negotiations at arms' length in an adversarial position.

19. Under the auspices of the mediator, the Parties were ultimately able to reach a settlement. The Parties reached the proposed Settlement in light of the additional costs and risks to the Parties that would attend further litigation. These risks of further litigation include, and are not limited to, a determination that the class and PAGA trials are unmanageable, Plaintiff is not an aggrieved employee, and losing on the merits at trial.

21. Based on our investigation and information discovered, Plaintiff's Counsel believe that there is sufficient evidence to support the allegations that Defendants violated the Labor Code and owe statutory penalties because of said violations. While Plaintiff's Counsel believes that the claims have merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and its Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are

1 amenable to resolution as to a group of employees, some courts have also found that, for various
2 reasons, the issues raised by Plaintiff – including noncompliant meal breaks, noncompliant rest
3 breaks, and failure to pay wages – raise individualized issues and/or are unmanageable and are
4 thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that
5 the Court may determine that the claims require individualized inquiries that would render
6 adjudication of the claims unmanageable or at odds with Defendants’ right to due process.

7 22. Plaintiff and its counsel have also considered the uncertainty and risk of the
8 outcome of further litigation, including the difficulties and delays inherent in such litigation. To
9 recover civil penalties, Plaintiff would have to prove the underlying Labor Code violations,
10 demonstrate that the Aggrieved Employees suffered, and show that Defendants’ conduct gave
11 rise to penalties. Plaintiff’s core allegation is that Defendants have systematically violated the
12 Labor Code, with respect to Plaintiff and Aggrieved Employees, *inter alia*, by failing to properly
13 compensate minimum and overtime wages, failing to provide compliant meal and rest breaks and
14 pay associated premium pay, failing to timely pay wages, failing to provide compliant wage
15 statements, and failing to reimburse employees for necessary business expenses.

16 23. From the inception of this litigation, Defendants indicated that they would
17 aggressively litigate this case and contended that they would ultimately succeed in the Action.
18 Defendants maintained several defenses to Plaintiff’s theory of liability, which, if successfully
19 argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout
20 this litigation, Defendants maintained, and continue to maintain, that they had, and continue to
21 have, legally compliant employment policies and practices throughout the statutory period.
22 Defendants denied that they ever violated any provision of the Labor Code, including, but not
23 limited to, those sections for which Plaintiff seeks penalties under the PAGA. Defendants further
24 denied, and continue to deny, that the Action is appropriate for representative treatment for any
25 purpose other than the Settlement.

26 24. Plaintiff would inevitably face several challenges in court. For example,
27 Defendants may challenge Plaintiff’s standing as an Aggrieved Employee and deny that any of
28 Defendants’ other employees whom Plaintiff seeks to represent are aggrieved. Aside from

1 challenges to standing, Defendants would also have likely sought bifurcation of discovery and/or
2 trial of the claims – at the time, multiple courts were taking such an approach—for example,
3 limiting discovery or trial of the issues to Plaintiff and/or the specific locations where Plaintiff
4 arguably worked. Defendants denied and continue to deny that they ever violated any provision
5 of the Labor Code and argued, that, even if, *arguendo*, such violations occurred, they would not
6 be treated as having engaged in subsequent violations giving rise to heightened penalties and that
7 the Court was unlikely to assess cumulative penalties for the maximum number of possible,
8 separate Labor Code violations. Defendants also contended that the Court would not assess
9 cumulative penalties because it would be unjust, arbitrary, oppressive, and/or confiscatory,
10 especially where certain conduct may be regulated by multiple provisions of the Labor Code that
11 are interrelated and work in tandem.

12 25. Both sides have also had the opportunity to review documents and data regarding
13 Plaintiff's and the Aggrieved Employees' employment with Defendants, including, but not
14 limited to, Plaintiff's employment records, Aggrieved Employees' general job responsibilities,
15 payroll data, workweek data, and Defendants' exemplar operations and employee handbook, to
16 determine the potential value and strength of the claims. Both Parties' counsel has invested time
17 reviewing and analyzing the relevant documents and data, and the available information made it
18 possible to calculate the potential value of the claims. Accordingly, the Parties have conducted
19 a thorough investigation and review of information to be sufficiently informed of the nature and
20 extent of the claim asserted in this Action, and to enable both sides to fully scrutinize the
21 Settlement for its fairness, adequacy, and reasonableness. The Parties have also considered the
22 settlement negotiations conducted by the Parties and the recommendations of Eve Wagner, Esq.
23 who is highly experienced in mediating complex employment matters. The Parties have finally
24 agreed that this case is well-suited for settlement given the legal issues relating to the claims, as
25 well as the costs, expenses, and risks to both sides that would attend further litigation. The
26 Settlement considers the strengths and weaknesses of each side's position and the uncertainty of
27 how the case might have concluded as the litigation continued, at trial, and/or appeals.
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1 26. While not necessarily required to be demonstrated because the contingent fee is
2 proper for such a settlement, Plaintiff's Counsel have also incurred so many hours of work in
3 connection with this case that the fee request is also justified under a simple lodestar analysis.
4 Since the commencement of this matter, the total hours worked by Sherman & Sherman, APC
5 was over 200 hours.

6 27. The base lodestar fee calculation, based upon the total of 222.10 hours worked,
7 utilizing a reasonable hourly rate that is commensurate with attorneys' experience for all firms'
8 time, is over \$120,000.00. The hourly rates of \$750 per hour for myself and \$450 per hour for
9 my associate David Ventura, with a blended rate of at least \$650 for work performed by Sherman
10 & Sherman, APC, is commensurate with our individual background and the background of our
11 firm, training, and experience in litigating class actions, and in particular, wage-and-hour matters,
12 as outlined. Considering the amount of the fee requested, the work performed, the risks incurred,
13 and the contingent nature of representation, the requested fees and costs are reasonable and
14 should be awarded.

15 28. Plaintiff's Counsel also respectfully requests the Court approve an Incentive
16 Award in the amount of \$10,000.00 to Plaintiff, to be paid out of the Gross Settlement Amount.
17 The proposed Incentive Award is fair and appropriate. By initiating this Action, Plaintiff
18 undertook the risks of initiating the Action and serving in a representative capacity. Plaintiff has
19 spent a substantial amount of time and effort gathering and producing relevant documents and
20 information, providing the facts and evidence necessary to attempt to prove the allegations,
21 speaking with other Aggrieved Employees about the case, and discussing employment with
22 counsel. Plaintiff was available whenever counsel needed Plaintiff and actively tried to obtain
23 information that would benefit the prosecution of the claims. Thus, it is appropriate and just for
24 Plaintiff to receive a reasonable Incentive Award, in addition to the Settlement Share Plaintiff
25 will receive as an Aggrieved Employee, for services on behalf of the class and the other
26 Aggrieved Employees.

27 29. To date, Plaintiff's Counsel has borne all the risks and costs of litigation and will
28 not receive any compensation until recovery is obtained by Plaintiff and the Aggrieved

1 Employees Plaintiff's Counsel has investigated and litigated this case for months before
2 mediation, with the real possibility of an unsuccessful outcome and no fee recovery of any kind.
3 Sherman & Sherman, APC has incurred approximately \$408.25, in litigation costs and expenses
4 from filing fees, courtcall telephonic appearances, and jury posting fees. These expenses were
5 reasonable and necessary in the prosecution of this Action.

6 30. I submit that the Settlement is fair, reasonable, adequate, and in the best interests
7 of Plaintiff, and the Aggrieved Employees. I further submit that the Settlement is within the
8 accepted range of recoveries for this type of litigation, given the inherent risk of litigation, and
9 the costs of further litigation.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed this 17th day of October, 2022, at Pasadena, California.

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15 /s/Andre Sherman

16 ANDRE SHERMAN, Esq.
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EXHIBIT 1

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into
3 by and between Plaintiffs Miguel Montoya, Nicholas Lane, Jose Rosendo Camarillo, and LeCostel
4 Williams (hereinafter referred to as “Class Representatives” or “Plaintiffs”) and on behalf of the
5 Class and Aggrieved Employees (as defined below) and Defendants Ameron International
6 Corporation, Ameron Water Transmission Group, LLC, Ameron Pole Products LLC, NOV Process
7 & Flow Technologies US, Inc., Containment Solutions, Inc., Containment Solutions Services, Inc.,
8 National Oilwell Varco, L.P., NOV, Inc. and NOW Oilfield Services, LLC (collectively,
9 “Defendants”) (Plaintiffs and Defendants hereinafter collectively referred to as the “Parties”).

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **DEFINITIONS**

12 1. “**Actions**” shall mean, collectively, the lawsuits entitled *Miguel Montoya v. Ameron*
13 *International Corporation, et al.*, San Bernardino County Superior Court Case No. CIVDS1718377
14 (“*Montoya Action*”); *Nicholas Lane v. Ameron Pole Products LLC, et al.*, Ventura County Superior
15 Court Case No. 56-2018-00515902-CU-OE-VTA (“*Lane Action*”); and *LeCostel Williams v.*
16 *National Oilwell Varco, LP*, Kern County Superior Court Case No. BCV-20-102399 (“*Williams*
17 *Action*”).

18 2. “**Attorneys’ Fees and Costs**” shall mean attorneys’ fees approved by the Court for
19 Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be
20 incurred by Class Counsel in the Actions, as set forth in Paragraph 68 below.

21 3. “**Class Counsel**” shall mean Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh
22 of Lawyers *for* Justice, PC, and V. Andre Sherman of Sherman & Sherman, APC.

23 4. “**Class List**” shall mean data to be provided by Defendants to the Settlement
24 Administrator, as defined in Paragraph 72, below.

25 5. “**Class**” or “**Class Members**” shall collectively mean individuals who are members
26 of the following subclasses (“**Subclass(es)**”):

27 a. “**Ameron International Corporation and Ameron Water**
28 **Transmission Group, LLC Subclass**” – all current and former hourly-paid or non-exempt

1 employees who were employed by and performed work for Defendants Ameron International
2 Corporation and/or Ameron Water Transmission Group, LLC within the State of California at any
3 time during the period from September 20, 2013 to the date of preliminary approval of the
4 Settlement, who did not sign an individual settlement agreement releasing their claims.

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

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

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

19 e. **“National Oilwell Varco, L.P. Subclass”** – All current and former hourly
20 paid or non-exempt employees who were employed by and performed work for Defendant National
21 Oilwell Varco, L.P. within the State of California at any time during the period from September 1,
22 2017 to the date of preliminary approval of the Settlement, who did not sign an arbitration
23 agreement with a class action waiver or a severance agreement.

24 6. **“Class Notice”** shall mean the Notice of Class Action and PAGA Settlement in
25 substantially the form attached hereto as **“Exhibit B”**, and as approved by the Court.

26 7. **“Class Representatives”** or **“Plaintiffs”** shall collectively mean Plaintiffs Miguel
27 Montoya (“Plaintiff Montoya”), Nicholas Lane (“Plaintiff Lane”), Jose Rosendo Camarillo
28 (“Plaintiff Camarillo”), and LeCostel Williams (“Plaintiff Williams”).

1 8. **“Class Settlement”** shall mean the settlement and resolution of the Released Class
2 Claims.

3 9. **“Consolidated First Amended Complaint”** shall mean and refer to the First
4 Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
5 General Act, California Labor Code § 2698, Et Seq. attached hereto as **Exhibit A**.

6 10. **“Court”** shall mean the Superior Court of the State of California for the County of
7 San Bernardino.

8 11. **“Court’s Final Approval Order and Judgment”** or **“Final Approval Order and**
9 **Judgment”** means the order granting final approval of the Settlement and entry of judgment based
10 thereon, in a form to be agreed upon by the Parties and approved by the Court.

11 12. **“Defendants”** shall mean Ameron International Corporation, Ameron Water
12 Transmission Group, LLC, Ameron Pole Products LLC, NOV Process & Flow Technologies US,
13 Inc., Containment Solutions, Inc., Containment Solutions Services, Inc., National Oilwell Varco,
14 L.P., NOV, Inc., and NOW Oilfield Services, LLC.

15 13. **“Defendants’ Counsel”** shall mean Alecia W. Winfield, Rachael Lavi, and
16 Alexandria Witte Rafizadeh of Littler Mendelson, P.C.

17 14. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 59, below.

18 15. **“Employer Taxes”** shall mean Defendants’ share of payroll taxes and contributions,
19 including but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes,
20 state unemployment insurance taxes, and employment training taxes, with respect to the wages
21 portion of Individual Settlement Shares, which Defendants will pay in addition to the Gross
22 Settlement Amount.

23 16. **“Final Approval Hearing”** shall mean the hearing at which the Court shall
24 consider, without limitations, any timely objections to the Class Settlement from Settlement Class
25 Members, testimony from the Parties or their counsel, declarations regarding the notice process
26 from the Settlement Administrator, and otherwise make a final determination regarding the fairness
27 of the Settlement as set forth herein.

1 17. **“Gross Settlement Amount”** shall refer to One Million Eight Hundred Fifty
2 Thousand Dollars (\$1,850,000.00), which is the maximum amount that Defendants will pay
3 pursuant to this Settlement, subject to Paragraph 60 below, and excluding Defendants’ Employer
4 Taxes, which shall be paid by Defendants separately and in addition to the Gross Settlement
5 Amount.

6 18. **“Incentive Awards”** shall mean the payment made to Plaintiffs in recognition of
7 their efforts and work in prosecuting the Actions on behalf of Class Members, State of California,
8 and Aggrieved Employees, as set forth in Paragraph 69 below.

9 19. **“Individual PAGA Payment”** shall mean the amount payable to each PAGA
10 Employee for his or her *pro rata* share of the Employee PAGA Amount, to be calculated in
11 accordance with Paragraph 63 below.

12 20. **“Individual Settlement Payment”** shall mean the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as
15 provided in Paragraph 65 below.

16 21. **“Individual Settlement Share”** shall mean the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
18 calculated in accordance with Paragraph 62 below.

19 22. **“LWDA Payment”** means the payment of Two Hundred and Ten Thousand Dollars
20 (\$210,000), to the State of California Labor and Workforce Development Agency for its seventy-
21 five percent (75%) share of the PAGA Allocation.

22 23. **“Net Settlement Amount”** is the portion of the Gross Settlement Amount available
23 for payment to Settlement Class Members, which is the Gross Settlement Amount less the
24 following subject to Court approval: Attorneys’ Fees and Costs to Class Counsel, Incentive Awards
25 to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and the PAGA
26 Allocation.

27 24. **“Objection”** shall have the meaning ascribed to it in Paragraph 77 below.
28

1 25. **“PAGA”** shall mean the Private Attorneys General Act, California Labor Code
2 Section 2698, *et seq.*

3 26. **“PAGA Allocation”** means the amount of Two Hundred and Eighty Thousand
4 Dollars (\$280,000.00) from the Gross Settlement Amount that is allocated towards penalties under
5 the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, of which seventy-
6 five percent (75%), or \$210,000, will be paid to the State of California Labor and Workforce
7 Development Agency (“LWDA Payment”) and twenty-five percent (25%), or \$70,000, will be
8 distributed to the Aggrieved Employees (“Employee PAGA Amount”).

9 27. **“PAGA Employee”** or **“Aggrieved Employee”** shall mean individuals who are
10 members of the following subgroups (**“PAGA Subgroups”**):

11 a. **“Ameron Pole Products LLC Aggrieved Employees PAGA Group”** – All
12 current and former hourly paid or non-exempt employees who were employed by and performed
13 work for Defendant Ameron Pole Products LLC within the State of California at any time during
14 the period from June 2, 2020 to the date of preliminary approval of the Settlement.

15 b. **“NOV Process & Flow Technologies US, Inc. Aggrieved Employees**
16 **PAGA Group”** – All current and former hourly paid or non-exempt employees who were
17 employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc.
18 within the State of California at any time during the period from June 2, 2020 to the date of
19 preliminary approval of the Settlement.

20 c. **“Containment Solutions, Inc. and Containment Solutions Services, Inc.**
21 **Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt
22 employees who were employed by and performed work for Defendants Containment Solutions,
23 Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during
24 the period from June 2, 2020 to the date of preliminary approval of the Settlement.

25 d. **“National Oilwell Varco, L.P. Aggrieved Employees PAGA Group”** –
26 All current and former hourly paid or non-exempt employees who were employed by and
27 performed work for Defendant National Oilwell Varco, L.P. within the State of California at any
28 time during the period between June 2, 2020 and the date of preliminary approval of the Settlement.

1 28. **“PAGA Letters”** shall mean the written notices submitted to the LWDA and
2 Defendants by Plaintiff Camarillo on or about June 2, 2021, July 26, 2021, and December 2, 2021
3 of the specific provisions of the California Labor Code and Industrial Welfare Commission Wage
4 Orders alleged to have been violated, described in Paragraphs 46 to 48 herein.

5 29. **“PAGA Settlement”** shall mean the settlement and resolution of the Released
6 PAGA Claims.

7 30. **“Parties”** shall refer to the Plaintiffs and Defendants, each of whom is a “Party.”

8 31. **“Preliminary Approval”** shall mean entry of an order by the Court ordering
9 preliminary approval of the Settlement, including an order requiring the mailing of the Class Notice,
10 setting the time, date, and place of the Final Approval Hearing, and any other matters deemed
11 necessary in connection with the Court’s determination of whether or not to grant final approval of
12 the Settlement.

13 32. **“Preliminary Approval Date”** shall mean the date that the Court grants preliminary
14 approval of the Settlement.

15 33. **“Released Class Claims”** shall mean all claims contained in the Actions and
16 Consolidated First Amended Complaint, for work performed during the Class Period, including
17 any claims for failure to pay wages or benefits (including minimum, regular and overtime wages,
18 paid time off, sick leave, reporting time pay, and/or meal or rest period premiums), unreimbursed
19 business expenses, untimely wage payments both during and at the end of employment, failure to
20 keep requisite payroll records, non-compliant meal periods, non-compliant rest periods, non-
21 compliant wage statements, and claims for interest, penalties (including but not limited to wait time
22 penalties), or premiums in connection therewith, as well as any claims under the California Labor
23 Code, California Wage Orders, or the Fair Labor Standards Act (“FLSA”), alleged or which could
24 have been alleged under the facts pleaded in the Actions and Consolidated First Amended
25 Complaint, any claims for injunctive relief, declaratory relief, restitution, fraudulent business
26 practices or punitive damages alleged or which could have been alleged under the facts pleaded in
27 the Actions and Consolidated First Amended Complaint, and any and all other claims under
28 California common law, the California Labor Code, California Wage Orders, and the California

1 Business and Professions Code alleged in or that could have been alleged under the facts pleaded
2 in the Actions and Consolidated First Amended Complaint.

3 34. **“Released PAGA Claims”** shall mean all claims for civil penalties under the Private
4 Attorneys General Act, California Labor Code section 2698, et. Seq., contained in the Actions and
5 Consolidated First Amended Complaint, for work performed during the PAGA Period, including
6 for failure to pay wages or benefits (including minimum, regular and overtime wages, paid time
7 off, sick leave, reporting time pay, and/or meal or rest period premiums), unreimbursed business
8 expense, untimely wage payments both during and at the end of employment, failure to keep
9 requisite payroll records, non-compliant meal periods, non-compliant rest periods, non-compliant
10 wage statements, failure to pay premiums in connection therewith, in violation of the California
11 Labor Code and/or California Wage Orders, alleged or which could have been alleged under the
12 facts pleaded in the Actions and Consolidated First Amended Complaint.

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

22 36. **“Request for Exclusion”** shall have the meaning ascribed to it in Paragraph 76
23 below.

24 37. **“Response Deadline”** shall mean Class Members’ deadline to submit a Request for
25 Exclusion, Objection, and/or Workweeks Dispute, which will be the date that is thirty (30) calendar
26 days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 30th
27 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
28 the next day on which the U.S. Postal Service is open.

38. **“Settlement”** shall mean the terms and conditions set forth in this Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims.

39. **“Settlement Administrator”** shall mean Phoenix Class Action Administration Solutions.

40. **“Settlement Administration Costs”** shall mean the amount to be paid to the Settlement Administrator for administration of the Settlement, from the Gross Settlement Amount, subject to Court approval, as set forth in Paragraph 67 below.

41. **“Settlement Class” or “Settlement Class Members”** shall mean all Class Members who do not submit a valid and timely Request for Exclusion as described in Paragraph 76.

42. **“Workweeks Dispute”** shall have the meaning ascribed to it in Paragraph 78 below.

RECITALS

43. On or about September 20, 2017, Plaintiff Montoya filed the *Montoya* Action in the Superior Court of California for the County of San Bernardino, Case No. CIVDS1718377, on behalf of all current and former hourly-paid and non-exempt employees of Ameron International Corporation and Does 1 through 100 in California. On June 1, 2018, Plaintiff Montoya filed an Amendment to Complaint, naming Ameron Water Transmission Group, LLC as “Doe 1.” The *Montoya* Action alleges a cause of action for violations of the California Labor Code under California Business & Professions Code § 17200, et seq., for failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1), failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1198), failure to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512), failure to provide compliant rest periods and associated premiums (Cal. Lab. Code §§ 226.7) failure to provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to keep complete or accurate payroll records (Cal. Lab. Code § 1174(d)), failure to pay wages owed upon termination (Cal. Lab. Code §§ 201-203), failure to pay wages timely during employment Cal. Lab. Code § 204), and failure to reimburse business expenses (Cal. Lab. Code §§ 2800 and 2802).

44. On or about August 6, 2018, Plaintiff Lane filed the *Lane* Action in the Superior Court of California for the County of Ventura, Case No. 56-2018-00515902-CU-OE-VTA, alleging causes of action on behalf of all current and former hourly-paid and non-exempt employees of

1 Ameron Pole Products LLC, National Oilwell Varco, Inc. dba NOV Ameron (now, NOV, Inc.) in
2 California for failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1198), failure to provide
3 meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512), failure to provide rest
4 periods and associated premiums (Cal. Lab. Code § 226.7), failure to pay minimum wages (Cal.
5 Lab. Code §§ 1194, 1197 and 1197.1), failure to pay wages owed upon termination (Cal. Lab. Code
6 §§ 201-203), failure to pay wages timely during employment Cal. Lab. Code § 204), failure to
7 provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to keep complete or
8 accurate payroll records (Cal. Lab. Code § 1174(d)), failure to reimburse business expenses (Cal.
9 Lab. Code §§ 2800 and 2802), and violation of California Business & Professions Code section
10 17200, *et seq.*

11 45. On or about October 13, 2020, Plaintiff Williams filed the *Williams* Action in the
12 Superior Court of California for the County of Kern, Case No. BCV-20-102399, alleging causes of
13 actions on behalf of all current and former hourly-paid and non-exempt employees of National
14 Oilwell Varco, LP, NOV Process & Flow Technologies, Inc., and NOV Process & Flow
15 Technologies, US, Inc. in California for failure to pay overtime wages (Cal. Lab. Code §§ 510 and
16 1198), failure to provide meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512),
17 failure to provide rest periods and associated premiums (Cal. Lab. Code § 226.7), (4) failure to pay
18 minimum wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1), failure to pay wages owed upon
19 termination (Cal. Lab. Code §§ 201-203), failure to pay wages timely during employment Cal. Lab.
20 Code § 204), failure to provide accurate, itemized wage statements (Cal. Lab. Code § 226), (8)
21 failure to keep complete or accurate payroll records (Cal. Lab. Code § 1174(d)), failure to reimburse
22 business expenses (Cal. Lab. Code §§ 2800 and 2802), and (10) violation California Business &
23 Professions Code section 17200, *et seq.*

24 46. On or about June 2, 2021, Jose Rosendo Camarillo submitted a PAGA Letter to the
25 LWDA seeking civil penalties under PAGA, against Ameron Pole Products LLC, and National
26 Oilwell Varco, LP, and any and all affiliates, subsidiaries, parents, directors, officers, and
27 employees, on behalf of aggrieved employees in California, for alleged violations of the California
28 Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code

1 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1,
2 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001,
3 and 16-2001.

4 47. On or about July 26, 2021, Jose Rosendo Camarillo submitted an additional PAGA
5 Letter to the LWDA seeking civil penalties under PAGA, against NOW Oilfield Services, LLC and
6 NOV, Inc., and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on
7 behalf of aggrieved employees in California for alleged violations of California Labor Code and
8 Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202,
9 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802,
10 and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, and 16-2001.

11 48. On or about December 2, 2021, Jose Rosendo Camarillo submitted an additional
12 PAGA Letter to the LWDA seeking civil penalties under PAGA, against Ameron Pole Products
13 LLC, National Oilwell Varco, L.P., NOV, Inc., NOV Process & Flow Technologies US, Inc,
14 Containment Solutions, Inc., Containment Solutions Services, Inc., and NOW Oilfield Services,
15 LLC, and any and all affiliates, subsidiaries, parents, directors, officers, and employees, for civil
16 penalties on behalf of all aggrieved employees for alleged violation of California Labor Code
17 sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221, 222, 223, 226, 226.7, 227.3,
18 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare
19 Commission Wage Orders, including but not limited to 1-2001 (Cal. Code Reg. Title 8, Section
20 11010), 4-2001 (Cal. Code Reg. Title 8, Section 11040), 7-2001 (Cal. Code Reg. Title 8, Section
21 11070), and 16-2001 (Cal. Code Reg. Title 8, Section 11160).

22 49. Following exchange and extensive review of relevant documents and class data, on
23 June 7, 2021, the Parties engaged in a full-day mediation with experienced wage and hour class
24 action mediator Eve Wagner, Esq. which did not settle that day, but through continued arms-length
25 negotiations through Ms. Wagner, eventually resulted in a settlement and Parties accepted a
26 mediator's proposal on October 4, 2021. Any post-mediation disputes will be mediated through
27 Ms. Wagner.

50. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Actions, and further deny that, for any purpose other than settling the Actions, the Actions are appropriate for class action or representative treatment.

51. Defendants represent that National Oilwell Varco, Inc. (now, NOV, Inc.) is a parent company that has not employed and does not employ any employees in California during the time periods at issue in the Actions. Defendants also represent that NOW Oilfield Services, LLC has not employed and does not employ any employees in California during the time periods at issue in the Actions. Nevertheless, the Parties agree NOV, Inc. and NOW Oilfield Services, LLC will be released from the claims released herein, to the extent it is contended by Plaintiffs that they employed and/or are joint employers of Class Members and/or Aggrieved Employees.

52. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of the Actions.

53. It is the Parties' intention that the Settlement shall constitute a full and complete settlement and release of all Released Class Claims and all Released PAGA Claims (as defined herein).

54. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 59, below.

55. Class Counsel have conducted a thorough investigation into the facts of the Actions, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the class and PAGA claims against Defendants. Based on its and their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risks of significant delay, the class not being certified, and the defenses asserted by Defendants.

56. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of the Settlement.

TERMS OF SETTLEMENT

1 57. In consideration of the mutual covenants, promises and agreements set forth herein,
2 the Parties agree, subject to the Court's approval, to the terms herein.

3 58. It is agreed by and between Plaintiffs and Defendants that the Actions and any
4 claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed
5 by Plaintiffs on behalf of themselves, the Class Members, as a private attorney general on behalf
6 of the State of California, and/or the Aggrieved Employees arising out of the disputes which are
7 the subject of the Actions, be settled and compromised, subject to the terms and conditions set forth
8 in the Settlement Agreement and the Court's approval.

9 59. Conditions Precedent and Effective Date:

10 a. The following must be satisfied in order for the Settlement to become
11 effective, and the day after all of the following events have occurred shall be referred to as the
12 "Effective Date": (i) the Settlement Agreement has been executed by Plaintiffs, Defendants, Class
13 Counsel, and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement;
14 (iii) the Class Notice has been mailed to the Class Members, providing them with an opportunity
15 to object to the terms of the Class Settlement or opt out of the Class Settlement; (iv) the Court has
16 held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (v) the later
17 of the following events: five (5) days after the period for filing any appeal, writ, or other appellate
18 proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any
19 appeal, writ or other appellate proceeding having been filed (e.g., the 66th day following the Court's
20 Final Approval Order); or if any appeal, writ, or other appellate proceeding opposing the Court's
21 Final Approval Order and Judgment has been filed, five (5) days after said appeal, writ, or other
22 appellate proceeding the has been finally and conclusively decided without disturbing the validity
23 of the Final Approval Order and Judgment, with no right to pursue further remedies or relief.

24 b. Failure to satisfy a material condition of settlement set forth above in
25 Paragraph 59.a. shall have the effect of terminating the Settlement Agreement, in which case the
26 Settlement Agreement shall become null and void and have no further force or effect.

27 60. Gross Settlement Amount: To implement the terms of this Settlement, within fifteen
28 (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties

1 with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement
2 Agreement. Within thirty (30) calendar days of the Effective Date, Defendants agree to make a
3 one-time deposit of the full Gross Settlement Amount in the amount of One Million Eight Hundred
4 Fifty Thousand Dollars (\$1,850,000.00) and an amount sufficient to pay the Employer Taxes, into
5 a settlement account to be established by the Settlement Administrator. Within seven (7) calendar
6 days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue
7 payments under the Settlement and approved by the Court, as follows: (a) Individual Settlement
8 Payments to Settlement Class Members; (b) Individual PAGA Payments to Aggrieved Employees;
9 (c) LWDA Payment to the Labor and Workforce Development Agency; (d) Incentive Awards to
10 the Class Representatives; (d) the Settlement Administration Costs to itself; and (e) Attorneys' Fees
11 and Costs to Class Counsel. Defendants shall not be required to pay any additional monies beyond
12 the amount of the Gross Settlement Amount plus the Employer Taxes. Further, no portion of the
13 Gross Settlement Amount shall revert to Defendants, and any amount of the Gross Settlement
14 Amount not required to pay the above-referenced amounts shall be paid to the Settlement Class
15 Members on a pro rata basis according to the formula contained herein.

16 61. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
17 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section
18 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the
19 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
20 “Administrator” of the qualified settlement funds for purposes of section 1.46B-2(k) of the income
21 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount
22 and any tax-related expenses arising from any income tax return or other reporting document that
23 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
24 the Gross Settlement Amount.

25 62. Individual Settlement Share Calculations: Class Members shall not be required to
26 submit a claim in order to receive a share of the Net Settlement Amount. Individual Settlement
27 Shares will be calculated and apportioned, based on the number of weeks they worked during the
28 relevant time periods, as follows:

1 a. The Settlement Administrator shall determine the number of weeks that each
2 Class Member was employed by Defendants as a member of the relevant Subclasses during the
3 relevant time periods, by counting the number of days of employment between the start and end
4 date within the relevant settlement Class Period and dividing by seven (7) and rounding up:

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

10 ii. Weeks a member of Ameron Pole Products LLC Subclass was
11 employed by Defendant Ameron Pole Products LLC in California during the period from August
12 4, 2014 to the date of preliminary approval of the Settlement (“**Ameron Pole Products LLC
13 Workweek(s)**”).

14 iii. Weeks a member of NOV Process & Flow Technologies US, Inc.
15 Subclass was employed by Defendant NOV Process & Flow Technologies US, Inc. in California
16 during the period between October 13, 2016 to the date of preliminary approval of the Settlement
17 (“**NOV Process & Flow Technologies US, Inc. Workweek(s)**”).

18 iv. Weeks a member of Containment Solutions, Inc. and Containment
19 Solutions Services, Inc. Subclass was employed by Defendants Containment Solutions, Inc. and/or
20 Containment Solutions Services, Inc. in California during the period from July 9, 2019 to the date
21 of preliminary approval of the Settlement (“**Containment Solutions, Inc. and Containment
22 Solutions Services, Inc. Workweek(s)**”).

23 v. Weeks a member of National Oilwell Varco, L.P. Subclass was
24 employed by Defendant National Oilwell Varco, L.P. in California during the period from
25 September 1, 2017 to the date of preliminary approval of the Settlement (“**National Oilwell Varco,
26 L.P. Workweek(s)**”).

27 b. The Settlement Administrator will divide the final Net Settlement Amount by the
28 total Ameron International Corporation and Ameron Water Transmission Group, LLC Workweeks,

1 Ameron Pole Products LLC Workweeks, NOV Process & Flow Technologies US, Inc.
2 Workweeks, Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweeks,
3 and National Oilwell Varco, L.P. Workweeks of all Settlement Class Members (collectively,
4 “Workweeks”) to yield the “Class Workweek Value,” and multiply each Settlement Class
5 Member’s individual Workweeks by the Class Workweek Value to yield his or her Individual
6 Settlement Share.

7 63. Individual PAGA Payment Calculations: Class Members shall not be required to
8 submit a claim in order to receive a share of the Employee PAGA Amount. Individual PAGA
9 Payments will be calculated and apportioned based on the number of weeks they worked during
10 the relevant time periods, as follows:

11 a. The Settlement Administrator shall determine the number of weeks each
12 Aggrieved Employee was employed by Defendants as a member of the relevant PAGA Subgroup
13 during the period June 2, 2020 to the date of preliminary approval of the Settlement, by counting
14 the number of days of employment between the start and end date and dividing by seven (7) and
15 rounding up:

16 i. Weeks a member of Ameron Pole Products LLC Aggrieved
17 Employees PAGA Group was employed by Defendant Ameron Pole Products LLC in California
18 during the period from June 2, 2020 to the date of preliminary approval of the Settlement (“**Ameron**
19 **Pole Products LLC PAGA Workweek(s)**”).

20 ii. Weeks a member of NOV Process & Flow Technologies US, Inc.
21 Aggrieved Employees PAGA Group was employed by Defendant NOV Process & Flow
22 Technologies US, Inc. in California during the period from June 2, 2020 to the date of preliminary
23 approval of the Settlement (“**NOV Process & Flow Technologies US, Inc. PAGA**
24 **Workweek(s)**”).

25 iii. Weeks a member of Containment Solutions, Inc. and Containment
26 Solutions Services, Inc. Aggrieved Employees PAGA Group was employed by Defendants
27 Containment Solutions, Inc. and/or Containment Solutions Services, Inc. in California during the
28

1 period from June 2, 2020 to the date of preliminary approval of the Settlement (“**Containment**
2 **Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweek(s)**”).

3 iv. Weeks a member of **National Oilwell Varco, L.P. Aggrieved**
4 **Employees PAGA Group** was employed by Defendant National Oilwell Varco, L.P. in California
5 during the period between June 2, 2020 and the date of preliminary approval of this settlement
6 (“**National Oilwell Varco, L.P. PAGA Workweek(s)**”).

7 b. The Settlement Administrator will divide the Employee PAGA Amount (i.e.
8 the 25% of the PAGA Allocation), by the total Ameron Pole Products LLC Workweeks, NOV
9 Process & Flow Technologies US, Inc. PAGA Workweeks, Containment Solutions, Inc. and
10 Containment Solutions Services, Inc. PAGA Workweeks, and National Oilwell Varco, L.P. PAGA
11 Workweeks of all Aggrieved Employees (collectively, “**PAGA Workweeks**”) to yield the “PAGA
12 Workweek Value” and multiply each Aggrieved Employee’s individual PAGA Workweeks by the
13 PAGA Workweek Value to yield his or her Individual PAGA Payment.

14 64. Treatment of Individual Settlement Shares and Individual PAGA Payments: Each
15 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
16 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
17 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
18 damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
19 Administrator will withhold the employee’s share of taxes and withholdings with respect to the
20 wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members
21 for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of
22 these taxes and withholdings). The Parties further agree that the Individual PAGA Payments
23 distributed to each PAGA Employee will be allocated as one hundred percent (100%) penalties,
24 will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099, if necessary.
25 The employer’s share of taxes and contributions on the wages portion of Individual Settlement
26 Shares will be paid separately and in addition to the Gross Settlement Amount.

27 65. Settlement Checks: The Settlement Administrator will be responsible for
28 undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement

1 Payments by way of check to the Settlement Class Members and the Individual PAGA Payments
2 by way of check to the Aggrieved Employees, in accordance with this Settlement Agreement.
3 The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment
4 and Individual PAGA Payment by way of a single check that combines both payments (if
5 applicable). Each Settlement check will be valid and negotiable for one-hundred and eighty (180)
6 calendar days from the date of issuance of the check. Each Individual Settlement Payment check
7 shall contain the following language: “By cashing this check, I am opting into the settlement and
8 release of Released Claims arising under the Fair Labor Standards Act, 29 U.S.C. § 216(b), as part
9 of the class action settlement in *Miguel Montoya v. Ameron International Corporation*, San
10 Bernardino Superior Court, Case No. CIVDS1718377.” If any checks are not cashed within ninety
11 (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard
12 indicating that unless the check is cashed in the next ninety (90) days, it will expire and become
13 non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks have not
14 been cashed by the expiration of the ninety (90) day period after mailing the reminder notice, the
15 Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed,
16 cancel the checks. All funds associated with such uncashed checks shall be transmitted to the State
17 of California’s State Controller Unclaimed Property Fund, in the name of the individuals whose
18 checks are cancelled, in the appropriate amounts for each such individual. Settlement Class
19 Members whose Individual Settlement Payment checks are uncashed shall, nevertheless, be bound
20 to the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are
21 uncashed shall, nevertheless, be bound to the PAGA Settlement.

22 66. Settlement Payments Do Not Trigger Additional Benefits: All payments made under
23 the Settlement shall be deemed to be paid to the payee solely in the year in which payments are
24 actually issued to the payee. It is expressly understood and agreed that payments made under this
25 Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which
26 any Plaintiffs, Settlement Class Members, and/or Aggrieved Employees may be eligible including,
27 but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase
28 plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit

1 plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or
2 amounts to which Plaintiffs, Settlement Class Members, and Aggrieved Employees may be entitled
3 under any benefit plans.

4 67. Settlement Administrator: The Settlement Administrator shall be Phoenix Class
5 Action Administration Solutions. (the "Settlement Administrator"). The Settlement Administrator
6 will maintain acceptable electronic and physical security protocols to adequately protect and
7 safeguard the private employee information it will have access to as a result of the claims process.
8 The fees and expenses of the Settlement Administrator, which is currently estimated at
9 approximately Ten Thousand Dollars and Zero Cents (\$10,000.00), shall be paid from the Gross
10 Settlement Amount, subject to Court approval. The Settlement Administrator's work and
11 responsibilities will include, *inter alia*, translating the Class Notice in Spanish, printing,
12 distributing, and tracking Class Notices and other documents for the Settlement, calculating and
13 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
14 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
15 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
16 requested by the Parties and/or the Court. To the extent actual Settlement Administration Costs are
17 greater than the estimated amount stated herein, such excess amount will be deducted from the
18 Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated,
19 designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill
20 payment to the Settlement Administrator to undertake the required settlement administration duties
21 are to be part of the Net Settlement Amount.

22 68. Attorneys' Fees Costs: Class Counsel shall seek and Defendants will not oppose
23 attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, plus
24 reasonable costs/expenses not to exceed One Hundred And Fifty Thousand Dollars and Zero Cents
25 (\$150,000.00), subject to approval by the Court. The amount set forth above will cover all work
26 performed and all fees and costs incurred to date, and all work to be performed and all fees and
27 costs to be incurred in connection with obtaining the Court's approval of the Settlement. Should
28 Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of

1 attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum
2 amount set forth above shall be added to the Net Settlement Amount. Any reduction by the Court
3 of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient
4 grounds to void the Settlement and shall not be grounds for appeal. Plaintiffs and Defendants shall
5 bear their own attorney's fees and costs, except as provided herein. The Settlement Administrator
6 may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral
7 vehicles, for Class Counsel, and any additional expenses in connection with said attorney fee
8 deferral vehicles shall be paid separately by Class Counsel and shall not be included within the
9 Settlement Administration Costs.

10 69. Class Representatives' Incentive Awards: Subject to the Court's approval and in
11 recognition of their efforts and work in prosecuting the Actions, the Class Representatives will each
12 be paid an Incentive Award in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00),
13 totaling \$40,000.00, which shall be paid from the Gross Settlement Amount. Defendants will not
14 object to Class Counsel's application for Court approval of Incentive Awards to the Class
15 Representatives in the total amount of Forty Thousand Dollars and Zero Cents (\$40,000.00). It is
16 understood that the Incentive Awards are in addition to any Individual Settlement Payment or
17 Individual PAGA Payment to which Plaintiffs are entitled. The Incentive Award shall not be
18 deemed wages and will be reported on an IRS Form 1099, if applicable. Any reduction by the
19 Court of the Class Representatives' Incentive Awards shall not be sufficient grounds to void the
20 Settlement and shall not be grounds for appeal.

21 70. Tax Forms: The Settlement Administrator shall be responsible for issuing the
22 payments and withholding all required state and federal taxes in accordance with the Settlement
23 Agreement. The Settlement Administrator will issue an IRS W-2 to each Settlement Class Member
24 for the wages portion of each Individual Settlement Payment and subject to applicable tax
25 withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class
26 Member for the penalties, interest, and non-wage damages portion of each Individual Settlement
27 Payment and not subject to payroll tax withholdings. The Settlement Administrator will also issue
28 IRS Forms 1099 to: (1) Plaintiffs for the Incentive Awards; (2) the Aggrieved Employees for their

1 Individual PAGA Payments; and (3) Class Counsel for the Court-approved Attorneys' Fees and
2 Costs. The Settlement Administrator will be responsible for preparing these forms correctly. The
3 Settlement Administrator shall also be responsible for submitting Defendants' Employer Taxes to
4 the appropriate government agencies on behalf of Defendants. Plaintiffs and Class Counsel will be
5 responsible for correctly characterizing the compensation they receive for tax purposes and for
6 paying any taxes on the amounts received.

7 71. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are
8 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
9 and valid and enforceable liens and encumbrances associated with their respective allocated
10 portions of the payments described herein, and agree to indemnify and hold the Released Parties
11 harmless from any and all claims by any Federal, State, or Local taxing authority, or other entity
12 that Plaintiffs or Class Counsel failed to pay or underpaid their or her or his share of taxes and valid
13 and enforceable liens or encumbrances associated with their payments set forth in this Settlement.
14 The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any
15 Federal, State, and Local taxes or penalties associated with payments to Plaintiffs and Class
16 Members.

17 72. Class List: Within thirty (30) calendar days of preliminary approval of this
18 Settlement by the Court, Defendants shall diligently and in good faith compile from its records and
19 provide to the Settlement Administrator a database formatted as one or more readable Microsoft
20 Office Excel spreadsheets containing the following information ("Class List"): the full name, last
21 known mailing address, full Employee Identification Number, and full Social Security number of
22 each Class Member and Aggrieved Employee, and information necessary to determine the Ameron
23 International Corporation and Ameron Water Transmission Group, LLC Workweeks, Ameron Pole
24 Products LLC Workweeks, NOV Process & Flow Technologies US, Inc. Workweeks,
25 Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweeks, National
26 Oilwell Varco, L.P. Workweeks of each Class Member, and the Ameron Pole Products LLC PAGA
27 Workweeks, NOV Process & Flow Technologies US, Inc. PAGA Workweeks, Containment
28

Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweeks, National Oilwell Varco, L.P. Workweeks of each Aggrieved Employee.

73. Notice by First-Class U.S. Mail:

a. The Settlement Administrator shall send a Class Notice to Class Members and Aggrieved Employees by First-Class U.S. mail within fourteen (14) calendar days of receipt of the Class List. Prior to mailing the Class Notice, the Settlement Administrator shall update the addresses of the Class Members and Aggrieved Employees by reference to the National Change of Address Database maintained by the United States Postal Service.

b. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with a forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding address.

c. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with no forwarding address, the Settlement Administrator shall conduct a single advanced skip trace to locate the most current address of the person to whom the Class Notice was addressed. The Settlement Administrator shall only conduct one (1) supplemental mailing of a returned Class Notice for each Class Member and/or Aggrieved Employee

d. Class Members whose Class Notices are sent a re-mailed Class Notice shall have their original Response Deadline extended by five (5) calendar days.

e. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Members.

74. Settlement Administrator's Duty to Secure Information: The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendants' consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The

1 Settlement Administrator may provide notice to both Parties if the PII is subject to unauthorized
2 access, use, disclosure, modification or destruction; however, all additional communications from
3 the Settlement Administrator regarding the scope, circumstances, and substance shall be
4 communicated solely to Defendants.

5 75. Settlement Administrator's Declaration in Advance of Final Approval: The
6 Settlement Administrator shall provide to the Court, concurrently with Plaintiffs' Motion for Final
7 Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the
8 Class Notices.

9 76. Procedure for Requesting Exclusion from the Class Settlement:

10 a. Any Class Member wishing to be excluded from the Class Settlement must
11 submit a written request for exclusion ("Request for Exclusion") to the Settlement Administrator,
12 by mail, on or before the Response Deadline. The date of the postmark on the mailing envelope
13 will be the exclusive means to determine whether a Request for Exclusion has been timely
14 submitted. The Request for Exclusion must: (1) contain the case name and number of the *Montoya*
15 Action; (2) state the full name, address, telephone number, and last four digits of the Social Security
16 Number or Employee Identification Number of the Class Member requesting exclusion; (3) clearly
17 state that the Class Member does not wish to be included in the Class Settlement; (4) be signed
18 by the Class Member; and (5) be returned by mail to the Settlement Administrator at the specified
19 address, postmarked on or before the Response Deadline. A Class Member who does not submit a
20 timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be
21 bound by the Class Settlement. Aggrieved Employees are bound to the PAGA Settlement; if an
22 Aggrieved Employee is also a Class Member, he or she will still be bound to the PAGA Settlement
23 irrespective of whether he or she opts out of the Class Settlement. Class Members are responsible
24 for maintaining a photocopy of their Request for Exclusion, reflecting that it was submitted in a
25 timely manner. Any disputes regarding the timeliness of a Request for Exclusion or whether a
26 written communication constitutes a valid Request for Exclusion, that cannot be resolved between
27 the Parties, shall be determined by the Court, whose determination shall be final.

b. If ten percent (10%) or more of the Class Members opt out of the Class Settlement by submitting valid and timely Requests for Exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty (20) business days after receiving from the Settlement Administrator the final list of Requests for Exclusion. Defendants agree to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

77. Procedures for Objecting to the Class Settlement: Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) may object to the Class Settlement by submitting a written objection (“Objection”) to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine whether an Objection has been timely submitted. The Objection must: (1) contain the case name and number of the *Montoya* Action; (2) state the full name, address, telephone number, and last four digits of the Social Security Number or Employee Identification Number of the objecting Class Member; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by the Class Member; and (6) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the Settlement or to appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to the Settlement. 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.

1 78. Dispute Regarding Workweeks: Class Members and Aggrieved Employees will
2 have an opportunity to dispute the number of Workweeks and PAGA Workweeks to which they
3 have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks
4 and/or PAGA Workweeks, Class Members and/or Aggrieved Employees must submit a written
5 letter to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (1)
6 contain the case name and number of the *Montoya* Action; (2) be signed by the Class Member; (3)
7 contain the full name, address, telephone number, and the last four digits of the Social Security
8 Number or Employee Identification Number of the disputing Class Member; (4) clearly state that
9 the individual disputes the number of Workweeks and/or PAGA Workweeks credited to him or her
10 and what he or she contends is the correct number(s) to be credited to him or her; (e) include
11 information and/or attach documentation demonstrating that the number of Workweeks and/or
12 PAGA Workweeks that he or she contends should be credited to him or her are correct; and (f) is
13 returned by mail to the Settlement Administrator at the specified address, postmarked on or before
14 the Response Deadline. The date of the postmark on the mailing envelope on the submission will
15 be the exclusive means to determine whether a dispute has been timely submitted. Absent
16 information and/or documents demonstrating that Defendants’ records and data are inaccurate as
17 they pertain to the number of Workweeks and/or PAGA Workweeks to be credited to a disputing
18 Class Member and/or Aggrieved Employee, Defendants’ records will be presumed correct and
19 determinative of the dispute. The Settlement Administrator will evaluate the materials submitted
20 by the Class Member and/or PAGA Employee and the Settlement Administrator will resolve and
21 determine the number of eligible Workweeks and/or PAGA Workweeks that the disputing Class
22 Member and/or Aggrieved Employee should be credited with under the Settlement. The Settlement
23 Administrator’s decision on such disputes will be final and non-appealable.

24 79. Released Class Claims: Upon the Effective Date and full funding of the Gross
25 Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request
26 for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever
27 released, settled, compromised, relinquished, and discharged the Released Parties (as defined
28 above) of all Released Class Claims (as defined above). Those Settlement Class Members cash

1 their Individual Settlement Payment check shall be deemed to opt-in for purposes of releasing
2 Released Parties from any Released Class Claims predicated under the FLSA.

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

11 81. General Release of Claims by Class Representatives: Upon the Effective Date, and
12 full funding of the Gross Settlement Amount, the Class Representatives, individually for
13 themselves only, fully release the Released Parties, without limitation, from any and all claims
14 whatsoever regarding Class Representatives' employment and/or the termination of employment
15 including, but not limited to, any claims for wages, bonuses, severance pay, employment benefits,
16 stock options, violation of any personnel policy, any claims based on discrimination, harassment,
17 unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of
18 any common law torts, contracts, express or implied, any covenant of good faith and fair dealing,
19 any theory of wrongful discharge, any theory of negligence, any theory of any federal, state, or
20 other governmental statute, executive order, regulation or ordinance, or common law, or any other
21 basis whatsoever, to the fullest extent provided by law. Class Representatives shall be deemed to
22 have, and by operation of the Final Approval Order Judgment shall have, expressly waived and
23 relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section
24 1542 of the California Civil Code, or any other similar provision under federal or state law that
25 purports to limit the scope of a general release. Class Representatives, for themselves, have read
26 Section 1542 of the Civil Code of the State of California, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 The Class Representatives understand that Section 1542 gives the right not to release existing
5 claims of which they are not now aware, unless the Class Representatives voluntarily choose to
6 waive this right. Having been so apprised, the Class Representatives nevertheless voluntarily waive
7 the rights described in Section 1542 and elects to assume all risks for unknown claims that now
8 exist in her favor, known or unknown. The release of the claims of the Class Representatives as
9 set forth in this paragraph is a condition precedent to enforcement of the Settlement Agreement.
10 Notwithstanding the above, the general release by Class Representatives shall not extend to claims
11 for workers' compensation benefits, claims for unemployment benefits, or other claims that may
12 not be released by law.

13 82. Duties of the Parties Prior to Court Approval/Class Certification: The Parties shall
14 stipulate for leave to amend to permit Plaintiffs to file a First Amended Class Action Complaint for
15 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §
16 2698, Et Seq. (i.e., the Consolidated First Amended Complaint) in the *Montoya* Action, in the form
17 attached hereto as "Exhibit A." It is the Parties' intent and desire that the Consolidated First
18 Amended Complaint shall be deemed filed and served as of the date the Court enters an order
19 granting the Parties contemplated stipulation. If required by the Court in order to release claims
20 under the FLSA, the Parties will stipulate to amend the complaint to add the FLSA claim.
21 Defendants will be permitted to file an Answer within ten (10) days of the date the Consolidated
22 First Amended Complaint is filed. Should the Settlement not be approved, the stipulation to file the
23 Consolidated First Amended Complaint will be null and void and the Parties will return to their
24 respective positions prior to this Agreement being entered.

25 83. For settlement purposes only, the Parties agree that the Class as defined in Paragraph
26 5 herein, and which will run through the date of preliminary approval, may be certified in the
27 Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiffs
28 will request that the Court certify for settlement purposes the Class as to all non-PAGA claims that

1 have been asserted, which Defendants shall not oppose or object to. Should this Settlement not be
2 approved, the stipulation to certify a class will be null and void and the Parties will return to their
3 respective positions prior to this Agreement being entered.

4 84. Upon execution of the Settlement Agreement, Class Counsel shall promptly submit
5 the Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval
6 and for determination by the Court as to whether the Settlement is within the range of possible
7 judicial approval. Defendants agree not to oppose the Motion for Preliminary Approval of the
8 Settlement consistent with the Settlement Agreement. Said motion shall apply to the Court for the
9 entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the
10 Parties, seeking the following:

- 11 a. Conditionally certifying the Class for settlement purposes only;
- 12 b. Granting Preliminary Approval of the Settlement;
- 13 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 14 d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- 15 e. Approving, as to form and content, the mutually-agreed upon and proposed
16 Class Notice, attached hereto as "**Exhibit B**," and directing the mailing of the Class Notice
17 by first class mail to the Class Members;
- 18 f. Approving the manner and method for Class Members to request exclusion
19 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 20 g. Scheduling a Final Approval Hearing at which the Court will determine
21 whether the Settlement should be finally approved as fair, reasonable, and adequate.

22 85. The Parties will work cooperatively to mutually agree upon the form and content of
23 the Class Notice, as well as the Proposed Order Granting Preliminary Approval.

24 86. Other than the Joint Notices of Settlement filed respectively in the Actions, Class
25 Representatives, Defendants, and their respective counsel will not make any public disclosure of
26 the Settlement until after the filing of the motion for preliminary approval of the Settlement. Class
27 Representatives, Defendants, and their respective counsel represent that they have not made any
28 such disclosure. Notwithstanding the foregoing, the Parties agree that Defendants may make such

disclosures that in Defendants' judgment are required in the ordinary course of business, except that Defendants and its counsel shall not encourage any Class Members to request exclusion from or object to the Class Settlement. Nor shall Class Representatives and Class Counsel encourage Class Members to request exclusion from or object to the Class Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class Representatives agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements. Nothing herein will restrict Class Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and/or submissions required to be made to the LWDA in conformity with PAGA.

87. Duties of the Parties Following Final Approval: After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether final approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Incentive Awards; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking final approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

- 1 d. Approval of the application for Incentive Awards to the Class Representatives;
2 e. Directing Defendant to fund all amounts due under the Settlement Agreement; and
3 f. Entering judgment in the Action while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 88. Voiding of Agreement if Settlement Not Finalized: Subject to the obligations of
6 mutual full cooperation set forth herein, either Plaintiffs or Defendants may terminate the
7 Settlement if after submitting the Settlement for approval to the Court, the Court denies the
8 preliminary approval order (without providing the parties an opportunity to submit supplemental
9 and/or amended paperwork), the final approval order, or judgment in substantially the form
10 submitted by the Parties, or if the Settlement conditions referenced in Paragraph 59.a. are not
11 satisfied, if Defendants exercise their option to void the Settlement Agreement in accordance with
12 Paragraph 76.b., or if the Settlement Agreement as agreed does not become final because of
13 appellate court action. In the event of termination, the terminating Party shall give to the other
14 Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar
15 days after receiving notice that one of the enumerated events has occurred. Termination shall have
16 the following effects:

17 (a) The Settlement shall be terminated and shall have no force or effect, and no Party
18 shall be bound by any of its terms;

19 (b) In the event the Settlement Agreement is terminated, Defendants shall have no
20 obligation to make any payments to any Party, Settlement Class Member, PAGA Employee or
21 Class Counsel, except that the terminating Party shall pay the Settlement Administrator for services
22 rendered up to the date the Settlement Administrator is notified that the Settlement has been
23 terminated;

24 (c) The Preliminary Approval Order, Final Approval Order and Judgment shall be
25 vacated;

26 (d) The Settlement Agreement and all negotiations, statements, and proceedings
27 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
28 restored to their respective positions prior to the execution of the Settlement Agreement;

1 (e) Except as otherwise discoverable, neither the Settlement nor any ancillary
2 documents, actions, statements or filings in furtherance of Settlement (including all matters
3 associated with the mediation) shall be admissible or offered into evidence in the Actions or any
4 other action for any purpose whatsoever.

5 89. Parties' Authority: The signatories hereto hereby represent and warrant that they
6 have the full authority to sign on behalf of their designated parties, enter into the Settlement
7 Agreement, and bind the Parties hereto to the terms and conditions thereof.

8 90. Mutual Full Cooperation: The Parties agree to fully cooperate with each other to
9 accomplish the terms of the Settlement Agreement, including, but not limited to, execution of such
10 documents and taking of such action as reasonably may be necessary to implement the terms of the
11 Settlement. The Parties shall use their best efforts, including all efforts contemplated by the
12 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
13 effectuate the Settlement and the terms set forth herein. As soon as practicable after execution of
14 the Settlement Agreement, Class Counsel shall take all necessary steps to secure the Court's final
15 approval of the Settlement.

16 91. The Parties and their respective counsel agree that they will not attempt to encourage
17 or discourage Class Members from filing Requests for Exclusion.

18 92. No Prior Assignments: The Parties and their respective counsel represent, covenant
19 and warrant that they have not, directly or indirectly, assigned, transferred, encumbered or
20 purported to assign, transfer or encumber to any person or entity any portion of any liability, claim,
21 demand, action, cause of action or right herein released and discharged except as set forth herein.

22 93. No Admission: Nothing contained herein, nor the consummation of the Settlement,
23 is to be construed or deemed an admission regarding liability, culpability, negligence, or
24 wrongdoing on the part of Defendants. Each of the Parties hereto has entered into the Settlement
25 Agreement solely with the intention to avoid further disputes and litigation with the attendant
26 inconvenience and expenses.

27 94. Plaintiffs' Acknowledgments: Plaintiffs further acknowledge and agree that they
28 have not suffered any on-the-job injury for which they have not already filed a claim, that they have

1 been properly provided any leave of absence because of Plaintiffs' or a family member's health
2 condition, and that Plaintiffs have not been subjected to any improper treatment, conduct or actions
3 due to or related to any request for or taking of any leave of absence because of Plaintiffs' own or
4 a family member's health condition, and/or been denied any leave requested under the Family and
5 Medical Leave Act or the California Family Rights Act.

6 95. Escalator Clause: Defendants represent that there were no more than 51,923
7 Workweeks through the date of mediation (June 7, 2021). If it is determined that the number of
8 Workweeks through the date of mediation (June 7, 2021) actually exceeds 51,923 by more than
9 ten percent (10%) (i.e., exceeds 57,116), then, the Gross Settlement Amount will be increased on
10 a proportional basis by the same number of percentage points above ten percent (10%) (i.e., a
11 twelve percent (12%) difference shall require an additional 2% increase of the Gross Settlement
12 Amount).

13 96. Continued Jurisdiction: The Parties will jointly request that after entry of judgment
14 pursuant to the Settlement, the Court retain jurisdiction pursuant to Rule 3.769 of the California
15 Rules of Court and California Code of Civil Procedure § 664.6, for purposes of addressing: (a) the
16 interpretation and enforcement of the terms of this Settlement; (b) settlement administration
17 matters; and (c) such post-judgment matters as may be appropriate under court rules or as set forth
18 in the Settlement Agreement.

19 97. Breach: In the event of a breach of this Settlement, the non-breaching Party shall
20 provide notice to the breaching party and request that the breaching party cure any alleged breach.
21 If the breach is not cured within thirty (30) calendar days of said notice, the non-breaching party
22 may pursue legal action or other proceeding against any other breaching party or parties to enforce
23 the provisions of the Settlement Agreement or to declare rights or obligations under the Settlement
24 Agreement. In the event of such enforcement actions, the successful party or parties shall be
25 entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs,
26 including expert witness fees incurred in connection with any enforcement actions. All such
27 disputes shall be resolved by the Court.
28

98. Notices: Unless otherwise specifically provided herein, all notices, demands or other communications provided concerning the Settlement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other address as either Party may designate in writing from time to time:

To Plaintiffs and Settlement Class Counsel:

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone. (818) 265-1020
Facsimile: (818) 265-1021
Email: edwin@calljustice.com;
arby@calljustice.com;
joanna@calljustice.com

V. Andre Sherman (SBN 198684)
SHERMAN & SHERMAN, APC
 751 North Fair Oaks Avenue, Suite 101
 Pasadena, California 91103
 Tel: (626) 517-3421
 Email: asherman@shermanlawpc.com

To Defendants and Defendants' Counsel:

Alecia W. Winfield
Rachael Lavi
Alexandria Witte Rafizadeh
LITTLER MENDELSON, P.C.
2049 Century Park East, 6th Floor
Los Angeles, CA 90067
Telephone: 310-553-0308
E-mail: awinfield@littler.com; rlavi@littler.com; awitte-rafizadeh@littler.com

99. Construction: The Parties hereto agree that the terms and conditions of the Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and the Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of the Settlement Agreement.

100. Captions and Interpretations: The captions and paragraph numbers or titles contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of the Settlement Agreement or any provision of it. Each term of the Settlement Agreement is contractual and not merely a recital.

101. Modification: The Settlement Agreement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. The Settlement

1 Agreement may not be discharged except by performance in accordance with its terms or by a
2 writing signed by the Parties hereto and subject to Court approval.

3 102. Construing Provisions: The Parties agree not to challenge this Agreement as illegal,
4 invalid, or unenforceable. If any provisions of this Agreement is determined to be invalid or
5 unenforceable, that provision shall be severed from this Agreement and all of the other provisions
6 shall remain valid and enforceable notwithstanding the severing of the unenforceable portion,
7 unless the provision found to be unenforceable is of such material effect that this Agreement cannot
8 be performed in accordance with the intent of the Parties in the absence of that provision.

9 103. Invalidity of Any Provision: Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this Settlement
12 Agreement valid and enforceable.

13 104. Integration Clause: The Settlement Agreement and the Exhibits attached hereto and
14 incorporated herein by reference, contain the entire agreement between the Parties relating to the
15 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
16 understandings, representations and statements, whether oral or written and whether by a Party or
17 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing
18 and subject to Court approval.

19 105. Liens: On or about November 18, 2021, Counsel for the Parties were served with a
20 Notice of Lien for Attorneys' Fees and Costs, on behalf of Girardi Keese, from Elissa D. Miller,
21 United States Bankruptcy Trustee for the Chapter 7 bankruptcy matter involving Girardi Keese.
22 Although Parties do not believe that any valid or enforceable lien has been asserted to date, counsel
23 for the Parties agree to provide Counsel for Elissa D. Miller with copies of moving and supporting
24 papers seeking Court approval of this Agreement (which will include, *inter alia*, this Agreement)
25 and any other papers that the Court deems appropriate. Defendants will not have any obligation to
26 pay any amounts additional to those which Defendants are obligated to pay under the Settlement.
27 The obligation of Defendants to satisfy all amounts the Court directs to be paid under the Settlement
28 is complete when the amount due is deposited into the settlement account established by the

Settlement Administrator to fund the settlement. It is not the obligation of Defendants to allocate any fees amongst any counsel or to ensure the satisfaction of any purported lien.

106. Binding on Successors and Assigns: The Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

107. Signatories: It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute the Settlement Agreement. The Class Notice will advise all Class Members and PAGA Employees of the binding nature of the release of claims, and the release shall have the same force and effect as if the Settlement Agreement were executed by each member.

108. Execution and Counterparts: The Settlement Agreement may be executed in counterparts and by facsimile and/or electronic signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement Agreement of Class Action and PAGA Claims between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: 04/19/2022, 2022

Electronically Signed Miguel Montoya 2022-04-19 19:02:42 UTC - 137.25.132.106
Nintex AssureSign® 39ce4d6a-154a-4062-885b-ae7c01238cc

Miguel Montoya
Plaintiff and Class Representative

Dated: 04/19/2022, 2022

Electronically Signed Nicholas Lane 2022-04-19 19:59:40 UTC - 174.195.201.102
Nintex AssureSign® e38a00be-bde5-43d9-9acd-ae7c01238cc

Nicholas Lane
Plaintiff and Class Representative

Dated: 04/19/2022, 2022

Electronically Signed Jose Rosendo Camarillo 2022-04-19 20:50:42 UTC - 172.58.30.185
Nintex AssureSign® 6cb1523d-0cc1-4d8f-9c4b-ae7c01238cc

Jose Rosendo Camarillo
Plaintiff and Class Representative

Dated: _____, 2022

LeCostel Williams
Plaintiff and Class Representative

1 Settlement Administrator to fund the settlement. It is not the obligation of Defendants to allocate
2 any fees amongst any counsel or to ensure the satisfaction of any purported lien.

3 106. Binding on Successors and Assigns: The Settlement shall be binding upon and inure
4 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
5 successors and assigns.

6 107. Signatories: It is agreed that because the Class Members are so numerous, it is
7 impossible or impractical to have each member execute the Settlement Agreement. The Class
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9 claims, and the release shall have the same force and effect as if the Settlement Agreement were
10 executed by each member.

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12 counterparts and by facsimile and/or electronic signatures, and when each party has signed and
13 delivered at least one such counterpart, each counterpart shall be deemed an original and, when
14 taken together with other signed counterparts, shall constitute one Settlement Agreement binding
15 upon and effective as to all Parties.

16 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
17 Stipulation of Settlement Agreement of Class Action and PAGA Claims between Plaintiffs and
18 Defendants as of the date(s) set forth below:

19
20 Dated: _____, 2022

Miguel Montoya
Plaintiff and Class Representative

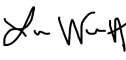
21
22 Dated: _____, 2022

Nicholas Lane
Plaintiff and Class Representative

23
24 Dated: _____, 2022

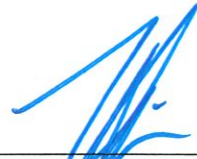
Jose Rosendo Camarillo
Plaintiff and Class Representative

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26 05/18
27 Dated: _____, 2022

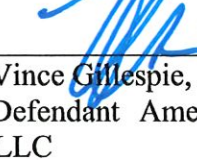


LeCostel Williams
Plaintiff and Class Representative

1 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Ameron International Corporation

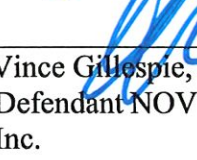
3 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Ameron Water Transmission Group, LLC
By: Ameron International Corporation, its previous owner

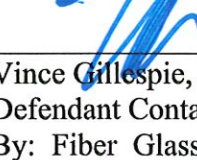
7 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Ameron Pole Products LLC

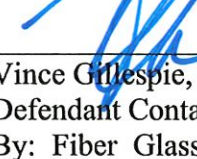
10 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant NOV Process & Flow Technologies US, Inc.
By: National Oilwell Varco, L.P., its successor by merger
By: NOW Oilfield Services, LLC, its general partner

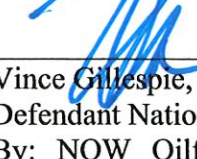
15 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Containment Solutions, Inc.
By: Fiber Glass Systems, L.P., its successor by merger
By: NOW Oilfield Services, LLC, its general partner

19 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Containment Solutions Services, Inc.
By: Fiber Glass Systems, L.P., its successor by merger
By: NOW Oilfield Services, LLC, its general partner

25 Dated: April 20, 2022

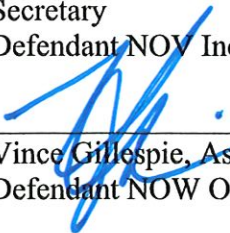

Vince Gillespie, Assistant Secretary
Defendant National Oilwell Varco, L.P.
By: NOW Oilfield Services, LLC, its general partner

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Dated: April 20, 2022


Brigitte Hunt, Vice President & Assistant
Secretary
Defendant NOV Inc.

Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant NOW Oilfield Services, LLC

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APPROVED AS TO FORM AND CONTENT:

Dated: April 19, 2022, 2022



Edwin Aiwarzian
Counsel for Plaintiffs and the Putative Class

Dated: _____, 2022

V. Andre Sherman
Counsel for Plaintiffs and the Putative Class

Dated: _____, 2022

Alecia W. Winfield
Counsel for Defendants Ameron International Corporation, Ameron Water Transmission Group, 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

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022

Edwin Aiwazian
Counsel for Plaintiffs and the Putative Class

Dated: April 21, 2022



V. Andre Sherman
Counsel for Plaintiffs and the Putative Class

Dated: _____, 2022

Alecia W. Winfield
Counsel for Defendants Ameron International Corporation, Ameron Water Transmission Group, 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

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APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022

Edwin Aiwazian
Counsel for Plaintiffs and the Putative Class

Dated: _____, 2022

V. Andre Sherman
Counsel for Plaintiffs and the Putative Class

Dated: April 20, 2022



Alecia W. Winfield
Counsel for Defendants Ameron International Corporation, Ameron Water Transmission Group, 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