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Attorneys for Plaintiff Miguel Montoya and Proposed Plaintiffs Nicholas Lane, Jose Rosendo Camarillo, and LeCostel Williams

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

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

Plaintiff,

vs.

AMERON INTERNATIONAL
CORPORATION, a Delaware corporation;
AMERON WATER TRANSMISSION
GROUP, LLC, an unknown limited liability
company; and DOES 1 through 100,
inclusive,

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF JOANNA GHOSH IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representatives (Miguel
Montoya, Nicholas Lane, Jose Rosendo
Camarillo, and LeCostel Williams); and
[Proposed] Order filed concurrently herewith]

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

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

DECLARATION OF JOANNA GHOSH

I, Joanna Ghosh, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Miguel Montoya and proposed plaintiffs Nicholas Lane, Jose Rosendo Camarillo, and LeCostel Williams (collectively, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

1 addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
2 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
3 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
4 From approximately September 2002 to approximately December 2002, he served as a Judicial
5 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
6 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
7 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
8 Appellate District. In December of 2004, he obtained a license to practice law from the California
9 State Bar. From approximately December 2004 to approximately August 2008, he was employed
10 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
11 cases involving toxic torts and products liability. In addition, he gained substantial experience on
12 cases involving insurance bad faith, premises liability, and medical negligence. While employed
13 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
14 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
15 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
16 PC, he has almost exclusively focused on the prosecution of consumer and employment class
17 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
18 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
19 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
20 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
21 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
22 counsel, he has successfully litigated cases involving the executive, administrative, and other
23 overtime exemptions to the State of California and federal overtime compensation requirements.
24 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
25 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
26 1,000 class action or representative action cases.

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1 4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
2 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
3 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
4 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
5 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
6 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
7 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
8 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
9 of the State of California and all United States District Courts in the State of California. He has
10 worked on many wage-and-hour class action and representative action cases, taking the lead in
11 taking and defending depositions, arguing motions, and attending mediations. He has played an
12 integral role in preparing matters for class certification, including and not limited to, successful
13 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
14 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
15 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
16 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
17 representative cases have resulted in settlements that have been granted court approval, including
18 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
19 class action or representative action cases which have resulted in settlement.

20 5. I am a Senior Member of Lawyers *for* Justice, PC. I received a Bachelor of Arts
21 degree from California State University, Los Angeles in 2006, a Master of Science degree from
22 the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University
23 Law Center in 2010. I am admitted to practice in California (since 2010) and in New York (since
24 2013) and also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy
25 Court for the Central District of California, and the U.S. Supreme Court. I have taken and
26 defended dozens of depositions and successfully handled motion practice in class action cases
27 regarding discovery (including and not limited to, regarding class contact information), class
28 certification (both contested class certification and stipulated class certification), arbitration

1 agreements, coordination, and intervention. I have successfully handled briefing and oral
2 argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act
3 and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9
4 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied
5 (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). I also have extensive
6 experience with class action and/or representative action settlements. Under the supervision of
7 Edwin Aiwasian, Arby Aiwasian, and myself, the firm has handled the class certification and court
8 approval process for hundreds of class action and/or representative action matters that have
9 successfully resolved. I am a member of the California Employment Lawyers Association.

10 6. Yasmin Hosseini is a Member of Lawyers for Justice, PC. She received her
11 Bachelor of Arts degree from the University of California, Santa Barbara in 2013 and earned her
12 Juris Doctor degree from Pepperdine University School of Law in 2017. She was admitted to
13 practice law in California in 2019. She is admitted to practice before all courts of the State of
14 California and all federal district courts in the State of California. She has worked on many wage
15 and hour class action and PAGA representative matters, and her work has included, *inter alia*,
16 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
17 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation
18 and analysis, and making court appearances. Prior to joining Lawyers for Justice, PC, she
19 represented filmmakers and talent, negotiating and structuring various types of agreements on their
20 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
21 Association, and Iranian American Bar Association.

22 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
23 **REPRESENTATIVE ACTION CASES**

24 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
25 (“LFJ”) has achieved on behalf of its clients:

26 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a major property management company involving allegations
28 of misclassification of various “manager” positions. On September 20, 2010, the court granted

1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

3 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of household items involving allegations of
5 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC413498.

8 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national property management company involving
10 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
11 granted final approval of the class action settlement. The Los Angeles County Superior Court
12 Case Number is BC430918.

13 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer involving allegations of misclassification of
15 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
16 certification. On August 26, 2013, the court granted final approval of the class action settlement.
17 The Los Angeles County Superior Court Case Number is BC424012.

18 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a bank, involving allegations of
20 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
21 granted final approval of the class and PAGA representative action settlement. The Kern County
22 Superior Court Case Number is S-1500-CV-273194-LHB.

23 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
28 2012-00136285.

1 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class action against a multinational corporation that provides global workplace
3 solutions, involving allegations of misclassification of the “Operations Manager” position. On
4 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
5 County Superior Court Case Number is BC478769.

6 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national retailer of household
8 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
9 final approval of the class and PAGA representative action settlement. The San Francisco County
10 Superior Court Case Number is CGC-13-532344.

11 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
13 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
14 motion for class certification. On October 20, 2017, the court granted final approval of the class
15 and PAGA representative action settlement. The Los Angeles County Superior Court Case
16 Number is BC474784.

17 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of upscale
19 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
20 granted final approval of the class and PAGA representative action settlement. The Los Angeles
21 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
22 Coordination Proceeding Number is 4794.

23 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
25 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
26 settlement. The Los Angeles County Superior Court Case Number is BC488069.

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1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
5 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
13 exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
22 employer’s motion to compel arbitration, which resulted in a published opinion by the California
23 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
24 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
25 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
26 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
12 hour class and PAGA representative action against a lumber and hardware company on behalf of
13 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
15 00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) Our firm represented the plaintiff in a PAGA representative action, against
2 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court entered an order granting final approval of the class
13 and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
18 order granting final approval of the class and PAGA representative action settlement. The Los
19 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
20 Proceeding Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court entered an order granting final approval of the
24 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC498401.

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare

County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs 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. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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1 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law and finding, in part, that
5 employer arbitration agreements are unenforceable where they block a PAGA claim from
6 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
7 granted approval of the PAGA representative action settlement. The San Diego County Superior
8 Court Case Number is 34-2015-00175330.

9 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a medical equipment supplier on
11 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
12 for class certification and certified a class. The San Bernardino County Superior Court Case
13 Number is CIVDS1505744.

14 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class and PAGA representative action against a large national drug testing
16 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
17 plaintiff's motion for class certification and certified a class. The San Diego County Superior
18 Court Case Number is 37-2018-00019611-CU-OE-CTL.

19 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
21 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
22 court granted in part the plaintiff's motion for class certification and certified a class. The
23 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
24 Judicial Council Coordination Proceeding Number is 4930.

25 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a plastic packaging company on
27 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On November 8, 2021, the court granted approval of

1 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
2 CIVDS1507361.

3 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class action against manufacturer and supplier of power products and services on
5 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
6 for class certification and certified a class. The San Diego County Superior Court Case Number is
7 37-2015-00025968-CU-OE-CTL.

8 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
9 nutritional products manufacturer on behalf of non-exempt production line employees. On
10 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
11 certified a class. The Solano County Superior Court Case Number is FCS051001.

12 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
13 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
14 the court granted the plaintiff's motion for class certification in part and certified a class. The San
15 Francisco Superior Court Case Number is CGC-16-550794.

16 **INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

17 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation and Settlement
18 Agreement of Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement
19 Agreement") entered into by and between Plaintiffs, on the one hand, and Defendants Ameron
20 International Corporation, Ameron Water Transmission Group, LLC, Ameron Pole Products LLC,
21 NOV Process & Flow Technologies US, Inc., Containment Solutions, Inc., Containment Solutions
22 Services, Inc., National Oilwell Varco, L.P., NOV, Inc. and NOW Oilfield Services, LLC
23 (collectively, "Defendants"), on the other hand (together, the "Parties"). The Parties and their
24 counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is
25 attached to the Settlement Agreement as "Exhibit B" and respectfully request that the Court
26 approve it as well.

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1 9. Lawyers for Justice, PC has fully and actively participated in the litigation process
2 throughout the pendency of the above-captioned action (the “*Montoya* Action”), which was filed
3 on September 20, 2017, as well as the pendency of the action entitled *Lane v. Ameron Pole*
4 *Products LLC, et al.*, Ventura County Superior Court Case No. 56-2018-00515902-CU-OE-VTA
5 (the “*Lane* Action”), which was filed on August 6, 2018.

6 10. Since joining forces with other plaintiff’s counsel, Sherman & Sherman, APC, who
7 were pursuing the action entitled *Williams v. National Oilwell Varco, LP*, Kern County Superior
8 Court Case No. BCV-20-102399 (the “*Williams* Action”), we have worked closely with that firm
9 to prosecute the cases. Together, Lawyers for Justice, PC and Sherman & Sherman, APC are
10 referred to as “Class Counsel.”

11 11. Class Counsel’s efforts and the efforts of Plaintiffs have been successful in reaching
12 the Settlement Agreement, approval of which is being sought by Plaintiff’s Motion for Preliminary
13 Approval of Settlement filed concurrently with this declaration. The Settlement Agreement
14 provides for the Parties to stipulate to the filing of an amended complaint in the *Montoya* Action
15 to add Nicholas Lane and LeCostel Williams as plaintiffs and add their claims in the *Lane* Action
16 and *Williams* Action, and to add Jose Rosendo Camarillo as a named plaintiff and to add his claims
17 (which are asserted against additional defendants), to the *Montoya* Action, so that preliminary and
18 final approval of the Settlement may be sought in the *Montoya* Action. The Parties and their
19 counsel have approved the proposed First Amended Class Action Complaint for Damages and
20 Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the
21 “Consolidated First Amended Complaint”), which is attached to the Settlement Agreement as
22 “Exhibit A” and respectfully request that the Court grant leave to file the Consolidated First
23 Amended Complaint.

24 12. The effectiveness of Class Counsel in prosecuting this matter has translated into
25 tangible monetary benefits in the following respects: (1) Class Members, the State of California,
26 and Aggrieved Employees recover over a reasonably short period of time as opposed to waiting
27 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
28 favorably with other complex wage and hour class and/or representative action settlements of

1 similar type given the strengths and weaknesses of the cases; and (3) significant savings in
2 attorneys' fees and/or costs that would have only increased significantly had the cases progressed
3 through certification, trial, and/or appeals.

4 13. Collectively, Class Counsel have actively litigated the matter for over four (4) years.
5 Class Counsel engaged in extensive motion practice leading up to the filing of a motion for class
6 certification that was fully briefed (but not decided due to the Parties reaching the settlement and
7 stipulating to vacate the hearing of the motion), and they were actively preparing for trial. The
8 Parties also engaged in extensive settlement negotiations and participated in a formal, full-day
9 mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating
10 complex labor and employment matters. Prior to and during the mediation and settlement
11 discussions, the Parties exchanged extensive information and engaged in discussions regarding
12 their evaluations of Plaintiffs' claims, the cases, and various aspects of the cases, including but not
13 limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with the
14 pending motion for class certification and also representative adjudication, the law relating to off-
15 the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and
16 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
17 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
18 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
19 not easy. Defendants and their counsel felt strongly about their ability to obtain a denial of class
20 certification and prevail on the merits, and Plaintiffs and Class Counsel believed that they would
21 be able to obtain class certification and prevail at trial. After conducting investigations, formal
22 and informal discovery, and exchange of information, extensive settlement negotiations, and with
23 the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for
24 settlement given the legal issues relating to Plaintiffs' claims, as well as the costs and risks to both
25 sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate
26 resolution of the Released Class Claims of Plaintiffs and Settlement Class Members, and of the
27 Released PAGA Claims of the State of California and Aggrieved Employees.

28 ///

1 14. The Parties used the pre-mediation time to investigate the veracity, strength, and
2 scope of the claims. Prior to engaging in mediation, Plaintiffs conducted significant investigation
3 and formal and informal discovery regarding the facts of the cases, including and not limited to,
4 the exchange, review, and analysis of a large volume of documents and data (in excess of 20,000
5 pages) obtained from Defendant, Plaintiff, and other sources. Class Counsel propounded multiple
6 sets of formal written discovery requests onto Defendants Ameron International Corporation and
7 Ameron Water Transmission Group (specifically, Requests for Production of Documents (Sets
8 One and Two), Special Interrogatories (Sets One, Two, and Three), and Form Interrogatories-
9 General (Set One)) and noticed the depositions of Defendants' Person Most Knowledgeable
10 designees. Class Counsel also worked with Plaintiff Miguel Montoya to provide responses to
11 formal written discovery propounded by Defendants Ameron International Corporation and
12 Ameron Water Transmission Group (specifically, Special Interrogatories (Set One), Requests for
13 Production of Documents (Set One), Form Interrogatories-General (Set One), and Form
14 Interrogatories-Employment Law (Set One)), prepared for and took the deposition of Defendants'
15 Person Most Knowledgeable witnesses (specifically, Defendants' Human Resources Manager and
16 Assistant General Counsel) over the course of several days, and prepared for and defended the
17 deposition of Plaintiff Miguel Montoya. Class Counsel also propounded multiple sets of formal
18 written discovery requests onto Defendants Ameron Pole Products LLC, NOV, Inc. (formerly
19 known as National Oilwell Varco Inc., dba NOV Ameron), and National Oilwell Varco, L.P.
20 (specifically, Requests for Production of Documents (Sets One and Two), Special Interrogatories
21 (Sets One, Two, and Three), and Form Interrogatories-General (Set One)). Class Counsel also
22 worked with Plaintiff Nicholas Lane to provide responses and supplemental responses to formal
23 written discovery propounded by Defendants Ameron Pole Products LLC, NOV, Inc. (formerly
24 known as National Oilwell Varco Inc., dba NOV Ameron), and National Oilwell Varco, L.P.
25 (specifically, Special Interrogatories (Set One), Requests for Production of Documents (Set One),
26 Form Interrogatories-General (Set One), and Form Interrogatories-Employment Law (Set One)),
27 and prepared for and defended the deposition of Plaintiff Nicholas Lane. Class Counsel noticed
28 the depositions of Defendants' persons most knowledgeable and percipient witnesses, and

1 prepared for and took depositions of an Assistant General Counsel (identified as a person most
2 knowledges), Vice President of Human Resources (identified as a person most knowledgeable),
3 and a Human Resources Manager, who was deposed once as a percipient witness and twice as a
4 person most knowledgeable). Class Counsel also engaged in the *Belaire-West* notice process and
5 received class contact information.

6 15. The volume of data and documents that Class Counsel reviewed and analyzed
7 included and was not limited to: Plaintiffs' and other Class Members' employment records, a
8 detailed sampling of Class Members' time and pay data, list of supervisors of non-exempt
9 employees, list of human resources managers for California locations, organizational charts,
10 multiple class contact lists, multiple versions of Defendants' employee manuals and agreements
11 (including, and not limited to, arbitration, waiver, severance, and release/settlement-related
12 agreements), Defendants' Collective Bargaining Agreements, company policy
13 acknowledgements, internal memoranda, hiring checklist, Defendants' operations and
14 employment practices, procedures, and policies (including but not limited to Defendants' Code of
15 Business Conduct and Ethics, Business Ethics Policy, Employee-Owned Personal Devices policy,
16 United Steelworkers (USW) Check-Off Authorization, Defendants' Training Handout and
17 corresponding Evaluation Forms, Meal and Rest Break Schedules, On Duty Meal Agreement, and
18 Employee Dispute Resolution Program forms), among other information and documents. Class
19 Counsel interviewed Plaintiffs and other Class Members and Aggrieved Employees to gather facts
20 and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous
21 occasions, e.g., to discuss issues relating to the pleadings, discovery, motions, and the production
22 of documents and data prior to the mediation. Class Counsel also drafted pleadings, researched
23 and drafted opposition papers (in the *Montoya* Action, with respect to demurrer to complaint,
24 multiple motions for sanctions, motion for summary judgment, and ex parte application to stay the
25 proceedings,), researched and drafted motion papers (in the *Montoya* Action, with respect to
26 multiple motions to compel further responses to discovery requests and request for monetary
27 sanctions, motion to enforce court's order granting motion to compel and request for monetary
28 sanctions, multiple motions to compel depositions of persons most knowledgeable and request for

1 monetary sanctions, motion to compel deposition of percipient witnesses and request for monetary
2 sanctions, demurrer to answer, motion to strike answer, motion for class certification, and ex parte
3 application to continue deadline to file reply in support of motion for class certification; and in the
4 *Lane* Action, with respect to motion to strike portions of answer (federal court), motion for remand
5 (federal court), motion to strike portions of answer (state court), demurrer to answer (state court),
6 and motion for leave to file amended complaint (state court)), researched and prepared the
7 mediation brief, and prepared for and attended court proceedings, mediation, and settlement
8 negotiations, among other tasks.

9 16. Counsel for the Parties have also invested time researching and investigating the
10 applicable law, which is constantly evolving as it relates to certification, representative PAGA
11 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
12 Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered.
13 Based on Class Counsel's analysis, the result achieved in this matter is fair, adequate, and
14 reasonable.

15 17. Based on information provided by Defendants, as of April 8, 2022, the Class is
16 estimated to consist of approximately five hundred twenty-three (523) individuals.

17 18. The Settlement provides for a Gross Settlement Amount of One Million Eight
18 Hundred Fifty Thousand Dollars (\$1,850,000.00). The Net Settlement Amount is the Gross
19 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
20 and Costs to Class Counsel, Incentive Awards to Plaintiffs, Settlement Administration Costs to
21 the Settlement Administrator, and the PAGA Allocation. Assuming that the amounts allocated
22 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount
23 that will be available for distribution to Settlement Class Members is currently estimated to be
24 Seven Hundred Twenty-Two Thousand Five Hundred Dollars (\$722,500.00). Additionally, 25%
25 of the PAGA Allocation (i.e., the Employee PAGA Amount), which is \$70,000 out of \$280,000,
26 will be distributed to the Aggrieved Employees on a *pro rata* basis in accordance with the terms
27 of the Settlement. The Gross Settlement Amount will be fully distributed in accordance with the
28 terms of the Settlement and there is no reversion to Defendants.

1 19. The Parties have agreed to retain Phoenix Class Action Administration Solutions
2 (“Settlement Administrator”) to handle the notice and settlement administration process. The
3 Parties respectfully request that the Court appoint Phoenix Class Action Administration Solutions
4 to handle these procedures and serve as the Settlement Administrator. Defendants will provide
5 the Settlement Administrator with a list of Class Members and Aggrieved Employees that
6 Defendants will compile from its records, which will include the full name, last known mailing
7 address, full Employee Identification Number, and full Social Security number of each Class
8 Member and Aggrieved Employee, and information necessary to determine the Ameron
9 International Corporation and Ameron Water Transmission Group, LLC Workweeks, Ameron
10 Pole Products LLC Workweeks, NOV Process & Flow Technologies US, Inc. Workweeks,
11 Containment Solutions, Inc. and Containment Solutions Services, Inc. Workweeks, and National
12 Oilwell Varco, L.P. Workweeks of each Class Member, and the Ameron Pole Products LLC
13 PAGA Workweeks, NOV Process & Flow Technologies US, Inc. PAGA Workweeks,
14 Containment Solutions, Inc. and Containment Solutions Services, Inc. PAGA Workweeks, and
15 National Oilwell Varco, L.P. PAGA Workweeks of each Aggrieved Employee, and the Settlement
16 Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount
17 (“Individual Settlement Share”) and each Aggrieved Employee’s estimated share of the Employee
18 PAGA Amount (“Individual PAGA Payment”). The Settlement Administrator will also receive
19 Requests for Exclusion from the Class Settlement, Objections to the Class Settlement, and
20 Workweeks Disputes; provide necessary reports and declarations; calculate, subtract, and transmit
21 necessary taxes and withholdings; prepare and submit informational and other tax filings and
22 documents; issue and transmit all payments provided for by the Settlement, including and not
23 limited to, mailing Individual Settlement Payments to Settlement Class Members and Individual
24 PAGA Payments to Aggrieved Employees; and perform any other usual and customary duties for
25 administering a class action settlement. Settlement Administration Costs are currently estimated
26 not to exceed Ten Thousand Dollars (\$10,000.00) and will be paid out of the Gross Settlement
27 Amount, subject to approval of the Court.

28 20. Based on investigation and information discovered, Class Counsel believe that there

1 is sufficient evidence to support Plaintiffs' allegations, including the allegations that Defendants,
2 with respect to Plaintiffs, the Class Members, and the Aggrieved Employees, *inter alia*, failed to
3 properly pay wages (including minimum, regular, overtime, reporting time, paid time off,
4 vacation, and sick pay wages), failed to provide compliant meal and rest periods and to pay
5 associated premium pay, failed to timely pay wages during employment, failing to timely pay
6 wages upon termination of employment and waiting-time penalties, failed to provide compliant
7 wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary
8 business expenses, and thereby engaged in unfair business practices and conduct giving rise to
9 civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor
10 Code sections 2698, et seq.). Plaintiffs also asserted that Class Members and Aggrieved
11 Employees were expected to perform similar job duties and were subject to the same or similar
12 operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted
13 that Defendants' recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved
14 Employees were substantially the same during the time period at issue. As a result of said alleged
15 uniform practices, Plaintiffs claims that Class Members and Aggrieved Employees were not paid
16 all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it
17 is clear that the outcome of this litigation would be determined by Defendants' uniform operations
18 and employment practices, policies, and procedures that Plaintiffs allege applied across
19 Defendants' hourly-paid or non-exempt employees in California during the relevant time period.

20 21. Class Counsel is aware of the defenses and position of Defendants, but believe that
21 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
22 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
23 and the difficulties and delays inherent in such litigation, including those involved in class
24 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
25 burdens of proof necessary to establish liability for the claims, Defendants defenses, and the
26 difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have
27 also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who
28 is experienced and well-regarded in complex labor and employment matters.

22. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the allegations in the lawsuits, and further deny that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than the Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs, Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

23. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$647,500.00) and expenses and costs in an amount not to exceed One Hundred And Fifty Thousand Dollars (\$150,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

24. The Settlement Agreement provides for payment of up to Ten Thousand Dollars (\$10,000.00) each to Plaintiffs as incentive awards (for a combined total of \$40,000.00), to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the

1 facts and evidence necessary to attempt to prove the allegations. For example, Plaintiffs Miguel
2 Montoya and Nicholas Lane expended effort to review and provide responses to multiple sets of
3 discovery requests that were propounded by Defendants and to prepare for and attend deposition,
4 and Plaintiff Miguel Montoya provided information to support the motion for class certification
5 filed in the *Montoya* Action. Plaintiffs were available whenever their counsel needed them, and
6 actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims.
7 Accordingly, it is appropriate and just for Plaintiffs to receive incentive awards, in addition to
8 individual settlement payments and/or individual PAGA payments, for services performed in the
9 matter on behalf of the Class, State of California, and Aggrieved Employees.

10 25. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
11 in the best interests of Plaintiffs, the Class, the State of California, and Aggrieved Employees.
12 Class Counsel further submits that the Settlement is within an acceptable range of recovery for
13 this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks
14 of further litigation, and the costs and risks associated with class certification, representative
15 adjudication, trial, and/or appeals.

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

18 Executed on this 2nd day of June 2022, at Glendale, California.

19 

20 _____
Joanna Ghosh

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.

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;

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

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

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

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

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

(d) The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be 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.

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.

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8 Notice will advise all Class Members and PAGA Employees of the binding nature of the release of
9 claims, and the release shall have the same force and effect as if the Settlement Agreement were
10 executed by each member.

11 108. Execution and Counterparts: The Settlement Agreement may be executed in
12 counterparts and by facsimile and/or electronic signatures, and when each party has signed and
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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

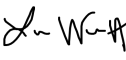
21
22 Dated: _____, 2022

Nicholas Lane
Plaintiff and Class Representative

23
24 Dated: _____, 2022

Jose Rosendo Camarillo
Plaintiff and Class Representative

25
26 05/18
27 Dated: _____, 2022

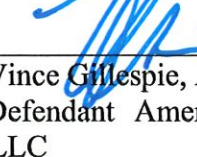


LeCostel Williams
Plaintiff and Class Representative

1 Dated: April 20, 2022


Vince Gillespie, Assistant Secretary
Defendant Ameron International Corporation

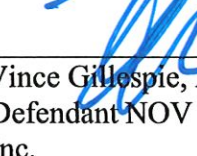
3 Dated: April 20, 2022


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

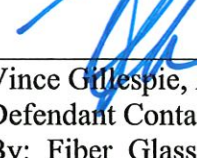
10 Dated: April 20, 2022


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

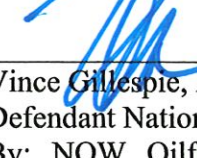
15 Dated: April 20, 2022


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

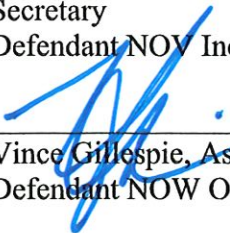

Vince Gillespie, Assistant Secretary
Defendant National Oilwell Varco, L.P.
By: NOW Oilfield Services, LLC, its general partner

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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 Aiwanian
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

EXHIBIT A

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

V. Andre Sherman (SBN 198684)
SHERMAN & SHERMAN, APC
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (662) 517-3421

Attorneys for Plaintiffs

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

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

Plaintiffs,

vs.

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

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

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

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

Defendants.

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

DEMAND FOR JURY TRIAL

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

JURISDICTION AND VENUE

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

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

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

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

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

PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CLASS ACTION ALLEGATIONS

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

24. The proposed subclasses are defined as follows:

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

Services, Inc. Subclass”).

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5 e. Whether Defendants failed to pay wages to Plaintiffs and the other class
6 members due to auto-deduction of meal periods;
- 7 f. Whether Defendants failed to pay reporting time wages to Plaintiffs and the
8 other class members;
- 9 g. Whether Defendants unlawfully collected, received, and/or withheld
10 amounts due to Plaintiffs and the other class members for wages, thereby
11 secretly paying a lower wage than Defendants were required to pay by law
12 or contract;
- 13 h. Whether Defendants failed to properly accrue, credit, and pay vacation pay,
14 sick pay, and time off pay.
- 15 i. Whether Defendants failed to provide a day of rest to Plaintiffs and the other
16 class members.
- 17 j. Whether Defendants deprived Plaintiffs and the other class members of
18 meal and/or rest periods or required Plaintiffs and the other class members
19 to work during meal and/or rest periods without compensation;
- 20 k. Whether Defendants failed to pay minimum wages to Plaintiffs and the
21 other class members for all hours worked;
- 22 l. Whether Defendants failed to pay all wages due to Plaintiffs and the other
23 class members within the required time upon their discharge or
24 resignation;
- 25 m. Whether Defendants failed to timely pay all wages due to Plaintiffs and
26 the other class members during their employment;
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- 1 n. Whether Defendants failed to provide proper wage statements and
2 undertake wage reporting as required by the California Labor Code,
3 including, *inter alia*, section 226;
- 4 o. Whether Defendants kept complete and accurate payroll records as
5 required by the California Labor Code, including, *inter alia*, section
6 1174(d);
- 7 p. Whether Defendants failed to reimburse Plaintiffs and the other class
8 members for necessary business-related expenses and costs;
- 9 q. Whether Defendants' conduct was willful or reckless;
- 10 r. Whether Defendants engaged in unfair business practices in violation of
11 California Business & Professions Code section 17200, et seq.;
- 12 s. The appropriate amount of damages, restitution, and/or monetary penalties
13 resulting from Defendants' violation of California law; and
- 14 t. Whether Plaintiffs and the other class members are entitled to
15 compensatory damages pursuant to the California Labor Code.

16 **PAGA ALLEGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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1 **SECOND CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

(Violation of California Labor Code § 226.7)

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

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

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

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

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

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

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

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

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

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

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

18 **FOURTH CAUSE OF ACTION**

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

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

25 103. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
26 through 102, and each and every part thereof with the same force and effect as though fully set
27 forth herein.
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1 104. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
2 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
3 the minimum so fixed is unlawful.

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

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

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

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

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FIFTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

6 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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EIGHTH CAUSE OF ACTION

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

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

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

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

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

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

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

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NINTH CAUSE OF ACTION

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

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

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

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

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

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

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

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TENTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

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

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

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

20 **ELEVENTH CAUSE OF ACTION**

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

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

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

1 147. PAGA expressly establishes that any provision of the California Labor Code
2 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
3 departments, divisions, commissions, boards, agencies or employees for a violation of the
4 California Labor Code, may be recovered through a civil action brought by an aggrieved
5 employee on behalf of himself or herself, and other current or former employees.

6 148. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
7 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
8 authorized to exercise the same discretion, subject to the same limitations and conditions, to
9 assess a civil penalty.

10 149. Plaintiff CAMARILLO has alleged to the Labor Commissioner that Defendants
11 AMERON POLE PRODUCTS LLC, NOV PROCESS & FLOW TECHNOLOGIES US, INC.,
12 CONTAINMENT SOLUTIONS, INC., CONTAINMENT SOLUTIONS SERVICES, INC.,
13 NATIONAL OILWELL VARCO, L.P., NOV, INC., and NOW OILFIELD SERVICES, LLC
14 have violated the following provisions of the California Labor Code and Industrial Welfare
15 Commission Wage Orders with respect to Plaintiff CAMARILLO and all aggrieved employees:
16 California Labor Code sections 201, 201.3, 202, 203, 204, 204.1, 204.2, 204.11, 210, 221, 222,
17 223, 226, 226.7, 227.3, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800,
18 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders
19 1-2001 (Cal Code Reg. Title 8, Section 11010), 4-2001(Cal Code Reg. Title 8, Section 11040),
20 7-2001 (Cal Code Reg. Title 8, Section 11070), and 16-2001 (Cal Code Reg. Title 8, Section
21 11160), and as further set forth herein.

22 **Failure to Pay Overtime**

23 150. Defendants' failure to pay overtime in violation of the Wage Orders and
24 California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or
25 unfair activity prohibited by California Labor Code sections 510 and 1198.

26 ///

27 ///

28 ///

Failing to Provide Meal Periods

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

Failure to Provide Rest Periods

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

Failure to Pay Minimum Wages

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

Failure to Pay Reporting Time Pay

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

Unlawful Collection, Reduction, and/or Withholding of Wages

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

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

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

Failure to Provide a Day of Rest

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

Failure to Timely Pay Wages Upon Termination

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

Failure to Timely Pay Wages During Employment

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

Failure to Provide Compliant Wage Statements

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

Failure to Keep Complete or Accurate Payroll Records

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

Failure to Reimburse Necessary Business Expenses

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

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

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

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

25 164. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
26 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
27 and Workforce Development Agency for the enforcement of labor laws and education of
28

1 employers and employees about their rights and responsibilities and twenty-five percent (25%)
2 to the aggrieved employees.

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

6 **DEMAND FOR JURY TRIAL**

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

10 **PRAYER FOR RELIEF**

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

15 **Class Certification**

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

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

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

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

///

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

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

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

As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

2 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

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

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

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

10 50. For the imposition of civil penalties and/or statutory penalties;

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

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

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

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

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

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

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

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

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

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

As to the Eleventh Cause of Action

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

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

Dated: June 2, 2022

LAWYERS for JUSTICE, PC

By: 

Edwin Aiwarzian
Attorneys for Plaintiffs

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

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

I. IMPORTANT DEFINITIONS

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

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

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

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

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

II. BACKGROUND OF THE ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Breakdown and Calculations

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

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

The Settlement Administrator has determined the following:

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

Group, LLC Workweek(s)").

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

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

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

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

The Settlement Administrator has determined the following:

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

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

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

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

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

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

B. Disputing the Number of Workweeks Credited to You

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

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

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

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

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

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

D. Release of Claims

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

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

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

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

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

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

E. Attorneys' Fees and Costs to Class Counsel

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

F. Incentive Awards to Plaintiffs

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

G. Settlement Administration Costs to the Settlement Administrator

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

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

A. Participate in the Class Settlement

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Address]

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

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

C. Object to the Settlement

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

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

V. FINAL APPROVAL HEARING

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

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

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

VI. ADDITIONAL INFORMATION

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

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

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

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