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

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

Plaintiffs,

vs.

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

Defendants.

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

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

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

1 This matter has come before the Honorable David S. Cohn in Department S26 of the above-
2 entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on Plaintiffs
3 Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo's (together,
4 "Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
5 Incentive Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC and Sherman and
6 Sherman, APC appeared on behalf of Plaintiffs and the Class, and Littler Mendelson, P.C.,
7 appeared on behalf of Defendants Ameron International Corporation, Ameron Water Transmission
8 Group, LLC, Ameron Pole Products LLC, NOV Process & Flow Technologies US, Inc.,
9 Containment Solutions, Inc., Containment Solutions Services, Inc., National Oilwell Varco, L.P.,
10 NOV, Inc., and NOW Oilfield Services, LLC ("Defendants").

11 On July 1, 2022, the Court entered the Order Granting Preliminary Approval of Class
12 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
13 of the above-entitled action ("Action") in accordance with the Joint Stipulation and Settlement
14 Agreement of Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement
15 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
16 for settlement of the Action.

17 Having reviewed the Settlement Agreement and duly considered the parties' papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. All terms used herein shall have the same meaning as defined in the Settlement
21 Agreement and the Preliminary Approval Order.

22 2. This Court has jurisdiction over the claims of the Class Members asserted in this
23 proceeding and over all parties to the Action.

24 3. The Court finds that the applicable requirements of California Code of Civil
25 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
26 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
27 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
28 hereby collectively defined to include individuals who are members of the following subclasses

1 (“Subclass(es)”):

- 2 a. “Ameron International Corporation and Ameron Water Transmission Group, LLC
- 3 Subclass” – All current and former hourly-paid or non-exempt employees who
- 4 were employed by and performed work for Defendants Ameron International
- 5 Corporation and/or Ameron Water Transmission Group, LLC within the State of
- 6 California at any time during the period from September 20, 2013, to July 1, 2022,
- 7 who did not sign an individual settlement agreement releasing their claims.
- 8 b. “Ameron Pole Products LLC Subclass” – All current and former hourly paid or
- 9 non-exempt employees who were employed by and performed work for Defendant
- 10 Ameron Pole Products LLC within the State of California at any time during the
- 11 period from August 4, 2014, to July 1, 2022, who are not covered by the May 1,
- 12 2019, to April 30, 2022, collective bargaining agreement.
- 13 c. “NOV Process & Flow Technologies US, Inc. Subclass” – All current and former
- 14 hourly paid or non-exempt employees who were employed by and performed work
- 15 for Defendant NOV Process & Flow Technologies US, Inc. within the State of
- 16 California at any time during the period between October 13, 2016, to July 1, 2022.
- 17 d. “Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass”
- 18 – All current and former hourly paid or non-exempt employees who were
- 19 employed by and performed work for Defendants Containment Solutions, Inc.
- 20 and/or Containment Solutions Services, Inc. within the State of California at any
- 21 time during the period from July 9, 2019, to July 1, 2022.
- 22 e. “National Oilwell Varco, L.P. Subclass” – All current and former hourly paid or
- 23 non-exempt employees who were employed by and performed work for Defendant
- 24 National Oilwell Varco, L.P. within the State of California at any time during the
- 25 period from September 1, 2017, to July 1, 2022, who did not sign an arbitration
- 26 agreement with a class action waiver or a severance agreement.

27 4. The Notice of Class Action and PAGA Settlement (“Class Notice”) that was

28 provided to the Class Members, fully and accurately informed the Class Members of all material

elements of the Settlement and of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Sherman & Sherman, APC (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to and requests for exclusion from the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who did not submit timely and valid Request for Exclusion of the Class Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval

Order and Judgment”), and the State of California and Aggrieved Employees are bound by the
PAGA Settlement, and they are bound by this Final Approval Order and Judgment.

7. The Court finds that the settlement of the Released PAGA Claims for the total
amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00), which is designated and
allocated as penalties under the California Private Attorneys General Act of 2004 (“PAGA
Allocation”), is fair, reasonable, and appropriate, and hereby approved. The Settlement
Administrator shall distribute the PAGA Allocation as follows: the amount of \$210,000 to the
California Labor and Workforce Development Agency (“LWDA Payment”) and the amount of
\$70,000 to Aggrieved Employees (“Employee PAGA Amount”), in accordance with the terms and
methodology set forth in the Settlement Agreement.

8. Aggrieved Employees are hereby collectively defined to include 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 July 1, 2022.
- 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 July 1, 2022.
- 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 July 1, 2022.
- 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 between June 2, 2020 to July 1, 2022.

9. The Court finds that payment of Settlement Administration Costs in the amount of \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the amount of \$8,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

10. The Court finds that the Incentive Awards sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class, State of California, and Aggrieved Employees. It is hereby ordered that the Settlement Administrator issue payment of \$10,000.00 each to Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo for their Incentive Awards, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that the request for attorneys' fees in the amount of \$616,666.67 falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$616,666.67 for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement, as follows: \$493,333.33 to Lawyers *for* Justice, PC, \$61,666.67 to Sherman & Sherman, APC, and \$61,666.67 to Girardi & Keese.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$85,620.81 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$85,212.56 to Lawyers *for* Justice, PC, and the amount of \$408.25 to Sherman & Sherman, APC, for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

1 13. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Class Claims against the
3 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
4 determined to have given a release of any and all Released PAGA Claims against Released Parties,
5 as set forth in the Settlement Agreement and Class Notice.

6 14. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount and
7 Employer Taxes into an account established by the Settlement Administrator within thirty (30)
8 calendar days after the Effective Date, in accordance with the terms and methodology set forth in
9 the Settlement Agreement.

10 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to
12 Aggrieved Employees within seven (7) calendar days after Defendants fund the Gross Settlement
13 Amount, according to the methodology and terms set forth in the Settlement Agreement.

14 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
15 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
17 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
18 any dispute arising from or in connection with the distribution of settlement benefits.

19 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
20 Settlement Class Members and Aggrieved Employees by posting a copy of the Final Approval
21 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
22 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
23 notice is not required.

24
25 Dated: _____

HONORABLE DAVID S. COHN
JUDGE OF THE SUPERIOR COURT