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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendants

Case No.: CIVDS1718377

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

DECLARATION OF JARROD SALINAS

I, **JARROD SALINAS**, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (PSA), the Court-appointed Class Action Settlement Administrator. I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. PSA was selected by the Parties to provide notice of the Settlement and class administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was responsible for (i) preparing, printing, and mailing the *Notice of Class Action and PAGA Settlement* (herein referred to collectively as the “Class Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments; (v) issuing the Individual Settlement Payment checks and distributing them to Settlement Class Members; (vi) calculating the Employee PAGA Amount and the Individual PAGA Payments; (vii) issuing the Individual PAGA Payment checks and distributing them to Aggrieved Employees; (viii) issuing the payment to Class Counsel for Attorneys’ Fees and Costs, the Incentive Awards to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (ix) such other tasks as set forth in the Agreement or as the Parties mutually agree or as the Court orders.

3. On July 1, 2022, PSA received the Court-approved text for the Class Notice.

4. Between July 29, 2022, and August 17, 2022, PSA received 6 data files from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member during the Class Period. The final mailing list contained eight hundred and twenty-one (821) Class Members.

5. On August 19, 2022, PSA conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous 4 years and notified the U.S. Postal Service of their change of address.

6. On August 30, 2022, PSA mailed the Class Notice via U.S. first class mail to all 821 Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

7. One (1) Class Notice was returned to PSA as undeliverable. For the one (1) Class Notice returned from the Post Office without a forwarding address, PSA attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the one (1) Class Notice that was skip traced, an updated address were obtained, and the Class Notice was promptly re-mailed to those Class Members via U.S. first class mail.

8. As of the date of this declaration, all Class Notices are considered deliverable.

9. PSA has received zero (0) Requests for Exclusion (*i.e.* “Requests for Exclusion”). The deadline for Class Members to submit a Request for Exclusion from the Class Settlement was September 29, 2022.

10. PSA has received zero (0) Objections to the Class Settlement. The deadline for Class Members to submit an Objection to the Class Settlement was September 29, 2022.

11. There are no outstanding disputes.

12. The Net Settlement Amount of \$724,500.00 available to pay the eight hundred and twenty-one (821) Settlement Class Members was determined by subtracting Attorneys’ Fees (\$647,500.00), Attorneys’ Costs (\$150,000.00), Incentive Awards (\$40,000.00), PAGA Allocation (\$280,000.00), and Settlement Administration Costs (\$8,000.00) from the Gross Settlement Amount (\$1,850,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$5,325.78, the lowest Individual Settlement Share to be paid is approximately \$12.90, while the average Individual Settlement Share to be paid is approximately \$1,312.50. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their “Individual Settlement Payment”).

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EXHIBIT A

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 July 1, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on November 8, 2022, at 10:00 a.m. ("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 July 1, 2022, 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 July 1, 2022, 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 Not a member of the Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass and will be credited with 0 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 Not a member of the Ameron Pole Products, LLC Subclass and will be credited with 0 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 Not a member of the NOV Process & Flow Technologies US, Inc. Subclass and will be credited with 0 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 Not a member of the Containment Solutions, Inc. and Containment Solutions Services, Inc. Subclass and will be credited with 0 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 a member of the National Oilwell Varco, L.P. Subclass and will be credited with 0 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 July 1, 2022.

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 Not a member of the Ameron Pole Products, LLC Aggrieved Employees PAGA Group and will be credited with 0 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 Not a member of the NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group and will be credited with 0 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 Not a member of the Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employees PAGA Group and will be credited with 0 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 a member of the National Oilwell Varco, L.P. Aggrieved Employees PAGA Group and will be credited with 42 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 July 1, 2022, 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 September 29, 2022**.

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 \$0.00. 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 \$89.88 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:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

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 September 29, 2022**.

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 September 29, 2022**.

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 **November 8, 2022**, at **10:00 a.m.**, 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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.