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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUSTIN PRICE and BRENDA PRICE,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiff,

vs.

MISTRAS GROUP, INC., a Corporation; and
Does 1 through 50, Inclusive,

Defendants.

CASE NO.: **20STCV22485**
RELATED CASE: 20LBCV00408

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: March 30, 2022
Hearing Time: 10:30 a.m.

Judge: Hon. Daniel J. Buckley
Dept.: SS-1

Complaint Filed: June 10, 2020
Trial date: None Set

This matter came before the Honorable Daniel J. Buckley of the Superior Court of the State of California, in and for the County Los Angeles, on March 30, 2022, for hearing on the unopposed motion by Plaintiffs Justin Price and Brenda Price (“Plaintiffs”) for preliminary approval of the Settlement with Defendant Mistras Group, Inc. (“Defendant”) on a class basis.

PRELIMINARY APPROVAL ORDER

1 The Court, having considered the briefs, argument of counsel and all matters presented to the
2 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
3 Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action Settlement Agreement
7 ("Agreement" or "Settlement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court's determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is Two Million Three
15 Hundred Thousand Dollars (\$2,300,000). It appears to the Court on a preliminary basis that the
16 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
17 when balanced against the probable outcome of further litigation and the significant risks relating
18 to certification, liability and damages issues. It further appears that investigation and research
19 have been conducted such that counsel for the Parties are able to reasonably evaluate their
20 respective positions. It further appears to the Court that the Settlement will avoid substantial
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
22 further prosecution of the Action. It further appears that the Settlement has been reached as the
23 result of serious and non-collusive, arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class is fair,
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1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and a
5 proposed Class Representative Service Payment to the two Plaintiffs in an amount not to exceed
6 \$10,000 each, which is \$20,000 in total to the two named Plaintiffs. The Court will not approve
7 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
8 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
9 including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
14 individuals who are or previously were employed by Defendant Mistras Group, Inc. in California
15 and who were classified as non-exempt employees at any time during the Class Period." The
16 Class Period is from June 10, 2016 through July 31, 2021, with the exception of any Class
17 members who were part of the California settlement class of *Viceral and Krueger, et al. v. Mistras*
18 *Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC ("*Viceral*") whose Class Period is
19 limited to February 18, 2017 through July 31, 2021.

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

1 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
2 adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

6 9. The Court hereby approves, as to form and content, the Notice of Proposed
7 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
8 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
9 accurately inform the Class of all material elements of the proposed Settlement, of the Class
10 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
11 member’s right and opportunity to object to the Settlement. The Court further finds that the
12 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
13 and this Order meets the requirements of due process, is the best notice practicable under the
14 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
15 Court orders the mailing of the Class Notice by first class mail, both in English and Spanish,
16 pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an
17 incorrect address, the Settlement Administrator will promptly search for a more current address for
18 the Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7)
19 business days after the receipt of the undelivered Class Notice. The Settlement Administrator will
20 also email a copy of the re-mailed Class Notice to the Class Member if there is an available email
21 address in the Class Data.

22 10. The Court hereby appoints Simpluris as Settlement Administrator. No later than 14
23 days after this Order, Defendant will provide to the Settlement Administrator an electronic
24 database containing the Class Data. The Settlement Administrator will perform address updates
25 and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
26 possible, and in no event later than 14 days after receiving the Class Data, the Settlement
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1 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
2 Mail to their last known address.

3 11. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
8 Class Notice. If a Class Notice Packet is re-mailed, the response date for requests for exclusion
9 will be extended an additional 15 days. An Election Not to Participate may also be faxed or
10 emailed to the Settlement Administrator as indicated in the Class Notice. Any such person who
11 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
12 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
13 thereon. Class Members who have not requested exclusion shall be bound by all determinations
14 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
15 particular individual, and any attempt to effect an opt-out of a group, class, or subclass of
16 individuals is not permitted and will be deemed invalid.

17 12. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member's views regarding the Settlement, and may present
19 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
20 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
21 from the date of the mailing of the Class Notices to mail their written objections to the Settlement
22 Administrator with copies to counsel for both Parties in accordance with the instructions in the
23 Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will
24 be extended an additional 15 days. Written objections may also be faxed or emailed to the
25 Settlement Administrator as indicated in the Class Notice. Alternatively, Class Members may
26 appear at the Final Approval Hearing to make an oral objection.

1 13. A final approval hearing shall be held before this Court on _____
2 _____ at _____ in Department 1 at the Spring Street Courthouse of the Los
3 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
4 fees and costs, and to determine all necessary matters concerning the Settlement, including:
5 whether the proposed settlement of the Action on the terms and conditions provided for in the
6 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
7 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
8 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
9 Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
10 expenses of the Settlement Administrator. All papers in support of the motion for final approval
11 and the motion for attorneys' fees, costs and service awards shall be filed with the Court and
12 served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at
13 this final approval hearing.

14 14. Neither the Settlement nor any exhibit, document, or instrument delivered
15 thereunder shall be construed as a concession or admission by Defendant in any way that the
16 claims asserted have any merit or that this Action was properly brought as a class or representative
17 action, and shall not be used as evidence of, or used against Defendant as, an admission or
18 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
19 omission by Defendant or with respect to the truth of any allegation asserted by any person.
20 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
21 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
22 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
23 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
24 evidence of a presumption, concession, indication or admission by Defendant of any liability,
25 fault, wrongdoing, omission, concession or damage.

26 15. In the event the Settlement does not become effective in accordance with the terms
27 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
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become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

16. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA