

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 JUSTIN PRICE and BRENDA PRICE,) Case No. **20STCV22485**
11 individuals, on behalf of themselves, and on) [Consolidated with Case No.
12 behalf of all persons similarly situated,) 20LBCV00408]

13 Plaintiffs,)

14 v.)

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

17 Defendants.)

**DECLARATION OF JUSTIN PRICE
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Stuart M. Rice
Dept.: SS-1

Hearing Date: September 26, 2022
Hearing Time: 10:00 a.m.

Action Filed: June 20, 2020
Trial date: None Set

1 I, Justin Price, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Action Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant Mistras Group, Inc. ("Mistras Group") in California from June of
10 2011 to January of 2020 and I was classified by Mistras Group as a non-exempt employee during
11 that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this class action lawsuit for the benefit of myself and other current
20 and former non-exempt employees who worked for Mistras Group and be a class representative
21 because I felt that my legal rights as an employee and others like me were violated. For example,
22 Mistras failed to pay me for all the time I worked, including time I spent responding to work
23 issues outside of my scheduled work shift. My supervisors regularly contacted me via my
24 personal cell phone in connection with work-related issues but failed to pay me for this time and
25 also failed to reimburse me for any cell phone expenses I incurred. In addition, I often was
26
27

1 unable to take compliant meal and rest breaks because they were either interrupted with work
2 issues or taken late due to my heavy work load.

3 6. This class action case was filed on June 20, 2020. Before the complaint was filed I
4 spoke to my attorneys several times and discussed how Mistras Group implemented its company
5 policies and procedures. I also assisted my attorneys in their investigation into my claims by
6 providing them documents and answering their questions. I reviewed the complaint before it
7 was filed and after it was filed I was given access to an electronic file sharing program that
8 alerted me via email when important documents were filed so that I could review them and keep
9 up with the developments in the case which I understood was one of my duties as a class
10 representative. I would also contact my attorneys from time to time if I had any questions about
11 the case.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
16 exempt employees who worked for Mistras Group during the class period. I have understood
17 that as a fiduciary, I have a duty to prosecute this action for the benefit of the members of the
18 class and surrender any right to compromise the group action for an individual gain.
19

20 8. I understood that being a plaintiff/class representative in this case meant that I
21 was seeking damages not only for myself but also other current and/or former non-exempt
22 employees working for Mistras Group in California. I felt that this group of current and former
23 employees were not aware of their labor law rights and even if they were they would probably be
24 apprehensive about speaking up or even simply because of the time, effort and risk involved in
25 filing a class action lawsuit.
26

1 9. I understood that being a part of this lawsuit involved risks. For example, my
2 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
3 pay for all or part of the attorney fees and costs paid by Mistras Group to defend this lawsuit.
4 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
5 could hold it against me or downgrade me as a potential hire. As one of only two named
6 Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued
7 a former employer for labor law violations. Ultimately I decided these risks were worth it and
8 decided to fight for my rights and the rights of others regardless of the risks, time and effort I
9 spent on this case.
10

11 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
12 kept up to date on important developments by reviewing court filings that were made available to
13 me electronically as I described above.
14

15 11. A mediation took place on February 16, 2021 with Jeff Krivis, an experienced
16 mediator of wage and hour class actions. Following the mediation session, the parties agreed to
17 settle the action based on a mediator's proposal. I spoke with my attorneys regarding the terms of
18 the settlement which was reached between the parties and understood that I was representing
19 absent class members and therefore wanted the best possible result to be obtained for the class
20 and I believe a very positive result was in fact achieved via settlement. I reviewed and signed
21 the Memorandum of Understanding and when the final settlement papers were ready, I closely
22 reviewed the Settlement Agreement. I recently reviewed and signed the First Amended Class
23 Action Settlement Agreement which contained some modification to the prior agreement.
24

25 12. I have been actively involved with this class action lawsuit performing the duties
26 described above. Although I did not keep time records, I was in regular contact with my
27

1 attorneys, reviewed important court filings and spent a significant amount of time on the issues
2 presented during the lawsuit and in the settlement process. I estimate that I spent approximately
3 50-60 hours working on this case up until this point. I believe I have been diligent and have done
4 what is expected of a named plaintiff and proposed class representative to date, and will continue
5 to do so. I have and always will maintain the best interest of the class.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class who are in
14 line to receive monetary payments as a result of this case and settlement. I also believe that the
15 requested Class Representative Service Payment of \$10,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.

17 15. As part of the settlement it was necessary for me to sign a general release of all
18 claims I may have against the Mistras Group. I believe the Class Representative Service
19 Payment I have requested provides me with some compensation for this agreed release.
20

21 16. I have not entered into any undisclosed agreements nor have I received any
22 undisclosed compensation in this case. The only compensation I will receive is whatever amount
23 the Court awards as a service payment, as well as my share as a class member of the settlement
24 fund.
25

26 17. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing a former employer, the exposure to being responsible for paying Mistras Group's costs in
28

1 the event we did not win the case, the reputational risk that future employers may hold this
2 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
3 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

6 Executed on May 2, 2022, at Bakersfield ca.
7 (city, state)

8 
9 Justin Price (May 2, 2022 19:04 PDT)

Justin Price