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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

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

18 Plaintiffs,

19 vs.

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

22 Defendants.

Lead Case No.: **20STCV22485**

[Consolidated with Case No. 20LBCV00408]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: March 30, 2022

Hearing Time: 10:30 a.m.

[Hearing Set By Order dated Nov. 23, 2021]

Dept.: SS-1

Judge: Hon. Daniel Buckley

Action Filed: June 20, 2020

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Justin Price and Brenda Price ("Plaintiffs") in this matter. As such, I
4 am fully familiar with the facts, pleadings and history of this matter. The following facts are within
5 my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant Mistras Group, Inc. ("Defendant"), and
9 seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action with
10 Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
11 of "individuals who are or previously were employed by Defendant Mistras Group, Inc. in
12 California and who were classified as non-exempt employees at any time during the Class Period";
13 (3) provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally
14 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP, as Class Counsel for the Class; (5) approving the form and
16 method for providing class-wide notice; (6) directing that notice of the proposed settlement be
17 given to the class; (7) appointing Simpluris as Settlement Administrator, and (8) scheduling a final
18 approval hearing date to consider Plaintiffs' motion for final approval of the settlement and entry of
19 the Judgment, and Plaintiffs' motion for approval of attorneys' fees and expenses. Attached hereto
20 as [Exhibit #1](#) is a copy of the fully executed Class Action Settlement Agreement ("Agreement")
21 along with exhibits thereto. This Declaration incorporates by reference the definitions in the
22 Agreement, and all terms defined therein shall have the same meaning as set forth in the
23 Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million
27 Three Hundred Thousand Dollars (\$2,300,000) to be paid by Defendant, as set forth in the
28 Agreement. The Gross Settlement Amount will settle all issues pending in the Actions between the

1 Parties and will be made in full and final settlement of the Released Class Claims. The Gross
2 Settlement Amount includes all payments of Settlement Shares to the Participating Class Members,
3 Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Class Representative Service Payments, and the PAGA Payment. The Gross
5 Settlement Amount does not include the employer's share of payroll taxes which will be separately
6 paid by Defendant. The Settlement is all-in with no reversion to Defendant and no need to submit a
7 claim form.

8 4. The relief provided in the Settlement will benefit all members of the Class. The
9 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
10 Payments to the Class Members are all determined under a neutral methodology. Each
11 Participating Class Member will receive the same opportunity to participate in and receive payment
12 through a neutral formula that is based upon the weeks worked by that individual.

13 5. On February 16, 2021, the Parties participated in an all-day mediation session
14 presided over by Jeffrey Krivis, Esq., a respected and experienced mediator of wage and hour class
15 actions. In preparation for the mediation, Defendant provided Class Counsel with necessary
16 information for the members of the Class, including a sampling of handwritten punch cards, time
17 and payroll data, and data concerning the composition of the Class. Plaintiffs analyzed the data
18 with the assistance of damages expert, Berger Consulting, and prepared and submitted a mediation
19 brief and damage valuation to the Mediator. At the conclusion of the all-day mediation, the Parties
20 agreed to this Settlement based upon the Mediator's proposal. The final settlement terms were
21 negotiated and set forth in the Agreement now presented for this Court's approval. Importantly,
22 Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

23 6. For the 1,251 individuals in the Class who collectively worked 133,575 weeks, the
24 Gross Settlement Amount provides an average value of \$1,838 per Class Member and \$17 per
25 workweek, and after deductions, the Net Settlement Amount provides an average recovery of
26 \$1,129 per Class Member and \$10 per work week. The calculations to compensate for the amount
27 due to the Class Members at the time this Settlement was negotiated were calculated by Plaintiffs'
28 expert, Berger Consulting, in advance of mediation. For the individuals whose claims are at issue in

1 this Actions, Plaintiffs analyzed the data for putative class members and determined the potential
2 maximum damages for the class claims. For the Class, Plaintiffs determined that the unpaid wages
3 due to the alleged miscalculation of the regular rate was \$385,102, the potential off-the-clock
4 damages were \$6,184,474, the maximum potential meal period damages were estimated to be
5 \$3,909,067 based on a violation rate affecting 31% of all shifts, and rest period damages were
6 estimated to be \$6,142,972.60 based on the same violation rate as with meal periods, and, the
7 maximum damages for unreimbursed expenses were estimated to be \$2,136,086 estimating
8 unreimbursed expenses at \$50 a month. In total, the damages for the Class were calculated to have
9 a maximum total value of \$16,523,796. In addition, Plaintiffs calculated that the maximum value of
10 the waiting time penalties were between \$848,737 and \$3,492,880, depending on the predicate
11 violation for the penalties, and the maximum value of the wage statement penalties to be
12 \$2,329,950. These claims for wage statement and waiting time penalties, however, potentially have
13 a much smaller value, even if damages were awarded, to the extent that they are only derivative of
14 the meal and rest break claims.¹ Consequently, the Gross Settlement Amount represents more than
15 13.9% of the value of the potential maximum damages at issue for the Class in this case, assuming
16 these amounts could all be proven in full at trial.² The above maximum calculations should then be
17 adjusted in consideration for both the risk of certification and the risk of establishing class-wide
18 liability on all claims. Given the amount of the Settlement as compared to the potential value of the

20 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
21 and 226, Plaintiffs recognized that these claims were subject to various defenses asserted by
22 Defendant, including, but not limited to, a good faith dispute defense as to whether any premium
23 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
24 were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)
25 ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as
26 to whether and when the wages were due."). Additionally, Courts have held that violations of the
27 meal and rest period regulations, which require payment of a "premium wage" for each improper
28 meal period, do **not** give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China*
Bisto, Inc., 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
App. 5th 1308, 1336 (2018). As a result, the viability of Plaintiffs' claims on these theories is
uncertain.

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
the PAGA claim in this discussion. The PAGA claim is addressed in the Decl. Nordrehaug at ¶ 33.

1 claims, the Settlement is most certainly fair and reasonable.

2
3 Procedural History of the Litigation

4 7. On June 10, 2020, plaintiff Justin Price filed a Complaint against Defendant in the
5 Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that
6 Defendant: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
7 failure to pay overtime wages in violation of Cal. Labor Code §§ 1194, 1197, and 1197.1; (3)
8 failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required
9 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest
10 periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized
11 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
12 required expenses in violation of California Labor Code § 2802; and (8) failure to provide wages at
13 termination in violation of Cal. Lab. Code § 201, 202, and 203.

14 8. On September 18, 2020, plaintiff Justin Price filed a Complaint against Defendant in
15 the Superior Court of the State of California, County of Los Angeles (“PAGA Action”). Plaintiff
16 Justin Price asserted a single cause of action seeking Civil Penalties Pursuant to Labor Code § 2699,
17 et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512,
18 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
19 11040, Subdivision 5(A)-(B).

20 9. On September 24, 2020, plaintiff Justin Price filed a First Amended Complaint in the
21 PAGA Action. On March 15, 2021, Plaintiffs filed a First Amended Complaint in the Class Action
22 adding plaintiff Brenda Price. As part of this Settlement and by stipulation of the Parties, on
23 October 12, 2021 this Court entered an Order consolidating the PAGA Action with the Class
24 Action.

25 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
26 including production of documents, class data, and other information, allowing for the full and
27 complete analysis of liabilities and defenses to the claims in the Action. The information for
28 mediation obtained by Plaintiffs included: (1) data showing employees and their employment dates;

1 (2) Payroll data for employees; (3) Defendants' employee wage and hour policies; (4) a sampling of
2 handwritten time cards covering 28 employees over 4,433 shifts; (5) the employment files for the
3 Plaintiffs; and, (7) samples of wage statements provided by Defendant. Plaintiffs and Defendant
4 agreed to discuss resolution of the Action through a mediation.

5 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
6 of documents and information in connection with the Action. On February 16, 2021, the Parties
7 participated in an all-day mediation presided over by Jeffrey Krivis, a respected and experienced
8 mediator of wage and hour class actions. Following the mediation, each side, represented by its
9 respective counsel, were able to agree to settle the Action based on a mediator's proposal which
10 was memorialized in the form of a Memorandum of Understanding. At all times, the negotiations
11 were arm's length and contentious.

12 12. The Parties continued to negotiate the terms of the settlement and prepared the final
13 Agreement which was signed by the Parties and is now presented to this Court for preliminary
14 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "individuals who
15 are or previously were employed by Defendant Mistras Group, Inc. in California and who were
16 classified as non-exempt employees at any time during the Class Period." (Agreement at ¶ I(3).)
17 The Class Period is from June 10, 2016 through July 31, 2021, with the exception of any Class
18 members who were part of the California settlement class of *Viceral and Krueger, et al. v. Mistras*
19 *Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC ("*Viceral*") whose Class Period is
20 limited to February 18, 2017 through July 31, 2021. (Agreement at ¶ I(10).) In accordance with the
21 Agreement, Defendant has provided a Declaration which verifies that the Class consists of 1,251
22 individuals who collectively worked 133,575 weeks.

23 13. Although a settlement has been reached, Defendant denies any liability or
24 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
25 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
26 contends, among other things, that it has correctly compensated the Class Members and complied at
27 all times with the California Labor Code, applicable Wage Order, and all other laws and
28 regulations. Further, Defendant contends that class certification would be inappropriate for any

1 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
2 hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the
3 basis that the claims meet the requisites for class certification. Without admitting that class
4 certification is proper, Defendants have stipulated that the above Class may be certified for
5 settlement purposes only. (Agreement at ¶ II(36).) The Parties agree that certification for
6 settlement purposes is not an admission that class certification would be proper if the class
7 certification issue were litigated. Further, the Agreement is not admissible in this or any other
8 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
9 settling the Actions, the Parties stipulate and agree that the requisites for establishing class
10 certification with respect to the Class are satisfied.

11 14. Class Counsel has conducted a thorough investigation into the facts of the class
12 action. Over the course of more than a year, Class Counsel diligently evaluated the Class
13 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
14 provided Class Counsel with access to necessary information for the Class. In addition, Class
15 Counsel previously negotiated settlements with other employers in actions involving nearly
16 identical issues and analogous defenses. Based on the foregoing data and their own independent
17 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
18 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
19 the Class in light of all known facts and circumstances, including the risk of significant delay,
20 defenses asserted by Defendant, and potential appellate issues.

21
22 Settlement Terms and Plan of Allocation

23 15. The Gross Settlement Amount is Two Million Three Hundred Thousand Dollars
24 (\$2,300,000). (Agreement at ¶ I(19).) Under the Settlement, the Gross Settlement Amount consists
25 of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class Counsel
26 Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement Administration
27 Expenses; (4) Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Payment.
28 (Agreement at ¶ I(19).) The Gross Settlement Amount does not include Defendant's share of

1 payroll taxes. (Agreement at ¶ I(19).) The Gross Settlement Amount shall be all-in with no
2 reversion to Defendant and shall be paid without the need to submit a claim form. (Agreement at ¶
3 I(19).)

4 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
5 Defendant's share of payroll taxes within fifteen (15) calendar days of the Effective Date.
6 (Agreement at ¶ III(45).) The Settlement Shares to Participating Class Members will be mailed by
7 the Settlement Administrator within fifteen (15) calendar days after the funding of the Gross
8 Settlement Amount. (Agreement at ¶ III(45).)

9 17. The Net Settlement Amount shall equal the net amount available for payment to the
10 Class after deducting the Court-approved amounts for the Class Representative Service Payment,
11 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment,
12 and the Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement Amount
13 will be distributed as the Settlement Shares to the Class Members who do not timely request
14 exclusion ("Participating Class Members"). (Agreement at ¶¶ I(24) and III(40)(a).) The Settlement
15 Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement
16 Amount by the total number of Qualifying Workweeks for all the Participating Class Members to
17 determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall
18 then take the number of Qualifying Workweeks worked by each Participating Class Member and
19 multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶ III(40)(b).)
20 Workweeks will be based on Defendant's records, however Class Members will have the right to
21 challenge the number of workweeks.

22 18. Class Members may choose to opt-out of the Settlement by following the directions
23 in the Class Notice. (Agreement at ¶ III(42)(c), Ex. A.) All Class Members who do not "opt out"
24 will be deemed Participating Class Members who will be bound by the Settlement and will be
25 entitled to receive a Settlement Share. Aggrieved Employee who opt out the Settlement will still be
26 paid their allocation of the PAGA Payment, respectively, and will remain bound by the release of
27 the Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶ III(42)(c).)
28

1 Finally, the Class Notice will also advise the Class Members of their right to object to the
2 Settlement and/or dispute their workweeks. (Agreement at ¶ III(42)(c), Ex. A.)

3 19. A Participating Class Member must cash his or her Settlement Share check within
4 180 days after it is mailed. (Agreement at ¶III(46).) The Settlement Administrator will send a
5 reminder to Participating Class Members who have not cashed their checks within 120 days after its
6 last mailing to the affected individual. (Agreement at ¶ III(46).) Any settlement checks not cashed
7 within 180 days will be voided and any funds from such uncashed checks will be paid to the
8 California State Controller's Unclaimed Property Fund in the name of the Participating Class
9 Member. (Agreement at ¶ III(46).)

10 20. Based upon the lowest bid received from qualified vendors, the Parties have agreed
11 to use Simpluris as the Settlement Administrator. (Agreement at ¶ 1.) From the Gross Settlement
12 Amount, the Settlement Administrator shall be paid for the expenses of administering the
13 Settlement in an amount not to exceed \$20,000. (Agreement at ¶ III(39)(d).)

14 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
15 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
16 (Agreement at ¶ III(39)(b).) Class Counsel will also be allowed to apply separately for an award of
17 Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶
18 III(39)(b).) Subject to Court approval, the Agreement provides for a payment of no more than
19 \$10,000 to each Plaintiff as the Class Representative Service Payment. (Agreement at ¶ III(39)(a).)

20 22. The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out
21 of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the
22 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$12,500) will be distributed to
23 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
24 (Agreement at ¶ III(39)(c).) All Aggrieved Employees will be sent their share of the PAGA
25 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
26 out of the Settlement. (Agreement at ¶ III(39)(c).) As set forth in the accompany proof of service,
27 the LWDA has been served with this motion and the Agreement.
28

1 Risks of Continued Litigation and Standards for Approval

2 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
3 litigate and trying these Action against Defendant through possible appeals which could take
4 several years. Class Counsel has also taken into account the uncertain outcome and risk of
5 litigation, especially in complex class actions such as these Action. Class Counsel is also mindful
6 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted
7 in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
8 Settlement set forth in the Agreement is in the best interest of the Class Members.

9 24. Here, a number of defenses asserted by Defendant present serious threats to the
10 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
11 complied with all applicable Labor laws. Defendant argued that all work time was paid for and that
12 the regular rate calculation was lawful. Defendant contend that their meal and rest period policies
13 fully complied with California law and that although Defendant's timekeeping system recorded
14 meal periods, all meal periods were provided. Further, Defendant argued that Defendant was not
15 required to record rest periods. Finally, Defendant could argue that the Supreme Court decision in
16 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,
17 and class certifiability as to the meal and rest period claims. Defendant also argues that based on
18 their facially lawful practices, they acted in good faith and without willfulness, which if accepted
19 would negate the claims for waiting time penalties and/or inaccurate wage statements. In fact,
20 under the current state of the law, it is questionable whether these penalties could be awarded at all
21 based upon the alleged meal and rest period violations. If successful, Defendant's defenses could
22 eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these
23 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
24 serious risk to recovery by the Class.

25 25. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
26 be unable to obtain class certification and thereby not recover on behalf of any employees other
27 than themselves. Defendant argued that the individual experience of each putative class member
28 varied with respect to the claims. Defendant could also contest class certification by arguing injury

1 and good faith were case by case determinations that precluded class certification. Plaintiffs are
2 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
3 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest
4 break claims). Defendant also contended that individual differences in work experiences not only
5 impacted damages but would also impact certification. Finally, even if class certification was
6 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
7 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide
8 recovery even where the class has been certified. While other cases have approved class
9 certification in wage and hour claims, class certification in this action would have been hotly
10 disputed and was by no means a foregone conclusion.

11 26. This settlement is therefore certainly entitled to preliminary approval. Were this
12 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
13 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

14 27. Plaintiffs will apply to the Court for a Class Representative Service Payment in
15 consideration for the service and for the risks undertaken on behalf of the class. (Agreement at ¶
16 III(39)(a).) Plaintiffs performed their duty admirably by working with Class Counsel. Decl.
17 Nordrehaug at ¶27. At this stage, the requested service award of \$10,000 is well within the
18 accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps.*
19 *(U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class
20 member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
21 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member recovery was
22 \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D.
23 Or. 2007) (approving award of \$10,000 where class member recoveries were as little as \$150);
24 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008)
25 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS*
26 *Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in
27 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service
28 awards are routinely awarded to class representatives to compensate the employees for the time and

1 effort expended on the case, for the risk of litigation, for the fear of suing an employer and
2 retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.
3 2007 WL 221862 at *16-17.

4 28. The stage of the proceedings at which this Settlement was reached also militates in
5 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
6 conducted a thorough investigation into the facts of the class action. Class Counsel began
7 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a
8 review and analysis of the relevant documents and data. Class Counsel was also experienced with
9 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other
10 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
11 information to make an informed judgment regarding the likelihood of success on the merits and the
12 results that could be obtained through further litigation.

13 29. Based on the foregoing data and their own independent investigation and evaluation,
14 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
15 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
16 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
17 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
18 Counsel for both parties possessed sufficient information to make an informed judgment regarding
19 the likelihood of success on the merits and the results that could be obtained through further
20 litigation.

21
22 Class Certification Issues

23 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
24 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
25 the Court may appropriately approve the Class as defined in the Agreement. This Court should
26 conditionally certify the Class for settlement purposes only, defined as follows:

27 All individuals who are or previously were employed by Defendant Mistras Group,
28 Inc. in California and who were classified as non-exempt employees at any time
during the Class Period.

1 (Agreement at ¶ I(3).)

2 The “Class Period” is from “June 10, 2016 through July 31, 2021”.³ (Agreement at ¶ I(10).)

3 a. **Numerosity** - Here, Plaintiffs assert that the 1,251 current and former
4 employees that comprise the Class can be identified based on Defendant’s records and are
5 sufficiently numerous for class certification.

6 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
7 questions of law and fact are present, and specifically the common questions of whether Defendant
8 properly calculated the regular rate, whether the Defendant failed to provide meal and rest periods,
9 whether class members were lawfully compensated for all hours worked, whether Defendant failed
10 to provide required expense reimbursement, and whether Class Members are entitled to damages
11 and penalties as a result of these practices.

12 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little
13 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the
14 Class, worked for Defendant as non-exempt employees during the Class Period. Plaintiffs contend
15 that, like every other member of the Class, they were subject to the same practices and policies of
16 Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the
17 Plaintiffs and the Class Members arise from the same course of conduct by the Defendant, involve
18 the same employment policies and practices of Defendant, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
20 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
22 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives and
23 have actively participated in the prosecution of this case to date. They effectively communicated
24 with counsel, provided documents to counsel and participated in the investigation and negotiations
25

26
27 ³ For Class members who were part of the prior California settlement class of *Viceral and*
28 *Krueger, et al. v. Mistras Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC (“*Viceral*”),
their Class Period is limited to February 18, 2017 through July 31, 2021. (Agreement at ¶ I(10).)

1 in the Action. Second, Plaintiffs retained competent counsel who are experienced in employment
2 class actions and who have no conflicts. Third, there is no antagonism between the interests of the
3 Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief
4 under the same set of facts and legal theories.

5 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting
6 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have
7 extensive class litigation experience. We have handled a number of class actions and complex
8 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.
9 We have successfully prosecuted and obtained significant recoveries in numerous class action
10 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly
11 experienced in wage and hour employment law class actions, including claims for misclassification,
12 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.
13 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over
14 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has
15 been found to be adequate counsel by the courts throughout California. We have been approved as
16 experienced class counsel by both state and federal courts in California in contested class
17 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
18 [Exhibit #2](#). Thus, the adequacy requirement is satisfied.

19 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
20 respective counsel and to be approved by the Court, includes all relevant information. (See [Exhibit](#)
21 [“A”](#) to the Agreement.) The Class Notice will include, among other information: (i) information
22 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
23 information to the Class Members regarding how to opt out and how to object to the Settlement;
24 (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’
25 fees and expenses to be sought; (v) the amount of the Plaintiffs’ service awards requests; and (vi)
26 the anticipated expenses of the Settlement Administrator. The Parties agree that the Class Notice
27 Packet will also include a Spanish translation of the Class Notice. The Class Notice will state that
28 the Class Members shall have sixty (60) days from the date that the Notice is mailed to them to

1 request exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(42)(c).) In the event of a
2 re-mailing, the deadline for responses will be extended by an additional 15 days. Class Members
3 shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and
4 expenses and to appear at the Final Approval Hearing. (Agreement at ¶ III(42)(c).) Class Members
5 who do not submit a timely and proper request to opt-out will automatically receive a payment of
6 their Settlement Share. This notice program was designed to meaningfully reach the Class
7 Members and it advises them of all pertinent information concerning the Settlement. The mailing
8 and distribution of the Class Notice satisfies the requirements of due process, and is the best notice
9 practicable under the circumstances and constitutes due and sufficient notice to all persons entitled
10 thereto.

11
12 33. The PAGA Claim -

13 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
14 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
15 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
16 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
17 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
18 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
19 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
20 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
21 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
22 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
23 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
24 class members." (LWDA Response at p.4).

25 b. **Valuation of the PAGA Claim for Manufacturing Aggrieved Employees.**
26 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to Aggrieved
27 Employees for civil penalties to be between \$2,253,950 and \$4,507,900 for a single violation in
28 every one of the 45,079 pay periods at issue in the PAGA Period, depending on whether the

1 violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of
2 \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil
3 penalties would be awarded at the maximum rate per pay period but without stacking. The PAGA
4 allocation in the Settlement is the amount of \$50,000. This allocation is justified by several
5 important considerations. First, the PAGA claim was subject to the same risks as the underlying
6 class claims. Second, Defendant asserted additional defenses to the PAGA claim, not only as to
7 liability but also as to the amount of the penalties. Defendant could also argue that no penalties
8 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
9 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
10 PAGA penalties sought may not be awarded. Third, civil penalties may not be awarded at the
11 maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
12 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
13 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
14 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 45,079 pay
15 periods were established, using the valuation from *Carrington* results in a more realistic recovery of
16 \$225,395 under PAGA. This means that the \$50,000 PAGA allocation is a reasonable percentage
17 of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class
18 recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

19 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
20 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
21 settlements as compared to the total settlement amount. A class settlement that allocates
22 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class
23 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
24 Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of
25 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
26 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
27 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
28 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637

(N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement

1 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
2 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
3 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
4 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
5 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
6 0.34% of \$1,450,000 settlement amount).

7 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
8 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
9 reasonable, and at the time of final approval, my firm will present lodestar to further support the
10 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
11 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
12 of the class action awards obtained by Class Counsel in similar employment actions throughout the
13 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
14 settlement value: On June 14, 2017, in *Smith v. Space Exploration* (Los Angeles Superior Court
15 Case No. BC554258), Judge Elihu Berle awarded Class Counsel a 1/3 fee award in a wage and hour
16 class settlement. On March 23, 2018, in *Bailey v. Redfin*, (Los Angeles Superior Court, Case No.
17 BC512191, the Court awarded a 1/3 fee award in a wage and hour class settlement. On July 10,
18 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara Superior Court Case No. 17CV313457,
19 Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class
20 settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*, (U.S.D.C. Central District of California
21 Case No. EDCV 16-01133-JGB), the District Court awarded Class Counsel a one-third fee award in
22 a wage and hour class settlement. On December 4, 2018, in *Panda Express Wage and Hour Cases*
23 (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a
24 one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage*
25 *and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded
26 Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in
27 *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
28 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On

December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On September 13, 2021, in *Smith v. California Protection and Investigation Services* (Los Angeles Superior Court Case No. 19STCV14719), Judge Daniel Buckley awarded a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.

1 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
2 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
3 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
4 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
5 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
6 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
7 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
8 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
9 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
10 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
11 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
12 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
13 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
14 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
15 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
16 2011)(awarding \$10,000 service award together with additional compensation for their general
17 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
18 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
19 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
20 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
21 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
22 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
23 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
24 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
25 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
26 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
27 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
28 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,

2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Settlement Administration - After seeking bids from three qualified administrators, the estimate from Simpuris was selected, as it was the lowest and provided for an estimate of \$13,735, to be capped at \$13,500 to perform the settlement administration for a class of 1,200. A true and correct copy of the estimate from Simpuris is attached hereto as [Exhibit #3](#). I have used Simpuris successfully as the administrator in more than twenty class settlements in the last several years and know them to be competent and experienced.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of February, 2021, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Brenda Price and Justin Price (“Plaintiffs”) and defendant Mistras Group, Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Actions” means the Class Action that was filed in California state court and any amendments thereto, which is captioned *Price, et al. v. Mistras Group, Inc., et al.*, Case No. 20STCV22485, pending in Superior Court of the State of California, County of Los Angeles and the PAGA Action that was filed in California state court and any amendments thereto, which is captioned *Price, et al. v. Mistras Group, Inc., et al.*, Case No. 20LBCV00408, pending in Superior Court of the State of California, County of Los Angeles.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Mistras Group, Inc. in California and who were classified as non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendant Mistras Group, Inc. in California and who were classified as non-exempt employees at any time during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and his or her dates of employment or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period. The workweeks allotted to the Class Members will exclude workweeks through February 17, 2017 for any Class Members who were also members of California settlement class of *Viceral and Krueger, et al. v. Mistras Group, Inc.*, et al., N.D. Cal. Case No. 3-15-cv-02198-EMC (“Viceral”).

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
10. “Class Period” means the period of time from June 10, 2016 through July 31, 2021, with the exception of any Class members who were part of the California settlement class of *Viceral and Krueger, et al. v. Mistras Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC (“*Viceral*”) whose Class Period is limited to February 18, 2017 through July 31, 2021.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Actions, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of Los Angeles.
13. “Defendant” means Mistras Group, Inc.
14. “Defendant’s Counsel” means Christina T. Tellado, and Samuel J. Stone of Holland & Knight LLP.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means Two Million Three Hundred Thousand Dollars (\$2,300,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from June 1, 2019 through July 31, 2021.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Qualifying Workweeks” means the total number of calendar weeks that each member of the Class was employed by Defendant in California as a non-exempt employee during the Class Period.
27. “Released Parties” collectively mean: Defendant, Defendant’s past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys of any of the same.

28. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.
29. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
30. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

31. On June 10, 2020, plaintiff Justin Price filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“Class Action”). Plaintiff Justin Price asserted claims that Defendant:
 - a) Violated California Business and Professions Code § 17200 *et seq.*;
 - b) Failed to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1’
 - c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
 - h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.
32. On September 18, 2020, plaintiff Justin Price filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”). Plaintiff Justin Price asserted a single cause of action seeking Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).
33. On September 24, 2020, plaintiff Justin Price filed a First Amended Complaint in the PAGA Action

34. On March 15, 2021, Plaintiffs filed a First Amended Complaint in the Class Action adding plaintiff Brenda Price.
35. On February 16, 2021, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
36. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

37. **Consolidation of Actions.** Upon the execution of this Agreement, the Parties hereto by and through their counsel are authorized to stipulate to and obtain an order for the consolidation of both complaints filed in the Actions into one complaint in the first filed Class Action.
38. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Two Million Three Hundred Thousand Dollars (\$2,300,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
39. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a) **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is combined total

of \$20,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.

- b) **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$766,666, as their Class Counsel Fees Payment and an amount not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$766,666, and \$30,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
- c) **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$50,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- d) **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
40. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a) **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 - b) **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of Qualifying Workweeks for all the Participating Class Members to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of Qualifying Workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
 - c) **Withholding.**
 - a. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, Two-Thirds of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- d) **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e) **Class Size Modification.** Defendant has represented that based on data available at the time of mediation, the Class consists of an estimated total of 1,136 Class Members who worked 125,357 workweeks between June 10, 2016 and April 23, 2021. In regard hereto, Defendant will provide a declaration under oath confirming the number of Class Members and workweeks they worked prior to the filing of the Motion for Preliminary Approval. The Gross Settlement Amount will increase proportionally with added workweeks through July 31, 2021 and if the number is more than 10% of the workweeks estimate stated herein, i.e., exceeds 137,892 workweeks, subject to Defendant's right, but not the obligation, to revoke this Agreement in lieu of an increase to the Gross Settlement Amount. The estimated Class Members and applicable workweeks exclude workweeks through February 17, 2017 for Class Members who were members of California settlement class in *Viceral*.
41. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer

Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

42. **Procedure for Approving Settlement.**

a) **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. Class Counsel shall submit this Agreement and the motion for preliminary approval to the LWDA at the same time as they are submitted to the Court, as required by PAGA.
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- d. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

b) **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will meet and confer to reach a resolution

concerning the method to use to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.F.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any email containing the re-mailed Class Notice, shall include a Spanish translation.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-

mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c) **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Written objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Alternatively, Class Members shall be entitled to be heard

at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- b. **Disputes as to Workweeks.** Each Class Member shall also have sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the workweeks the Class Notice allocates to them during the Class Period. A dispute may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. An Election Not to Participate may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement

is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

Plaintiffs waive their right to request exclusion from the Settlement and may not do so.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

- d) **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within seven (7) days of receipt the list Participating Class Members and all Non-Participating Class Members provided for under Section III(F)(3)(d) of this Agreement. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.

- e) **Additional Briefing and Final Approval.**

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final

approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. Class Counsel shall submit this Agreement and the motion for final approval to the LWDA at the same time as they are submitted to the Court, as required by PAGA, and shall transmit the Final Order and Judgement to the LWDA, as required by PAGA.

- c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

43. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any

waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

44. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
45. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement. Before Settlement Share checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database.
46. **Uncashed Settlement Share Checks. Uncashed Settlement Share Checks.** A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the

affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement, and shall look only to the State of California for recovery of such property. The Parties stipulate and agree that this provision of uncashed checks is in the best interests of the Class, within the meaning of Code of Civil Procedure section 384, as it avoid forfeiture by any Participating Class Member or Aggrieved Employees. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

47. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

48. **Release of Claims.**

- a) **Participating Class Members.** As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, Defendant shall receive a release from the Participating Class Members of all claims that were or could have been alleged in the Complaints and/or Amended Complaints filed in the Actions under any state law, federal law, common law, equity or other theory arising in any way from the facts alleged in the Complaints and/or Amended Complaints filed in the Actions regarding the provision (or alleged non-provision) of wages, compensation, remuneration, expense reimbursements, premium payments, meal and/or rest breaks (or timing or length of any breaks provided), pre-shift or post-shift work, commute time, and/or wage statements provided to those class members (or the content or lack of content of any wage statements received), during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").

The Released Class Claims include all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, that were alleged against Defendant and/or any of the Released Parties, or which could have been alleged based on the facts pled against them in the Complaints and/or Amended Complaints in the Actions during the Class Period. These claims include claims for

failure to pay wages for all hours worked, including overtime pay, minimum wages, premium pay, failure to pay for pre- or post-shift work, failure to pay for commute time, failure to pay wage guaranteed or wages at the agreed upon rate and/or failure to calculate wages due at the applicable statutory and/or regular rate of pay or compensation, failure to pay wages semi-monthly at designated times, failure to pay all wages due upon termination, failure to pay waiting time penalties, failure to provide and/or maintain copies of accurate itemized wage statements, failure to maintain records of hours worked and/or accurate payroll records, and/or for penalties (regardless of the recipient), failure to provide meal periods, failure to provide rest periods, failure to reimburse necessary business expenses, damages, interest, costs or attorneys' fees, and violations of any local, state or federal law, whether for economic damages, non-economic damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, that occurred during the applicable California Class Period and arising from the facts that were alleged or could have been alleged in the Complaints and/or Amended Complaints in the Actions, including claims under any common laws, contract, Fair Labor Standards Act ("FLSA"), the California Business & Professions Code Sections 17200, *et seq.* ("UCL"), including claims asserted under the UCL predicated on violations of any state and/or federal law, including the FLSA, Cal. Code of Regulations, Title 8, Sections 11000, *et seq.*, Wage Order 4 or any other applicable Wage Order, and the California Labor Code. Notwithstanding the foregoing, the Released Class Claims do not include any individual claim under the Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to a Participating Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Settlement share check, to the extent that opting-in is required to release such FLSA claims.

- b) **Aggrieved Employees.** As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Defendant shall be entitled to a release from the State of California of all PAGA claims pled or could have been pled based on the factual allegations contained in in the Complaints and/or Amended Complaints filed in the Actions and the written notice(s) sent to the Labor & Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) that occurred during the PAGA Period as to the Aggrieved Employees and excluding all PAGA claims outside of the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.
- c) **Plaintiffs.** Plaintiffs, for themselves, their successors, assigns, agents, executors, heirs and personal representatives, spouse and attorneys, and any and all of them, voluntarily and with the advice of counsel, waive and release any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant and any of the Released Parties,

including, without limitation, all claims that were or could have been alleged in the written notice sent to the Labor & Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) and the Complaints and/or Amended Complaints in the Actions under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiffs' employment with MISTRAS or any of the Released Parties. As part of these releases, Plaintiffs further release all unknown claims against Defendant and any of the Released Parties, covered by California Civil Code Section 1542, which states: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" Plaintiffs understand that they are each a "creditor" or "releasing party" within the meaning of California Civil Code Section 1542, and thereby that they expressly waive and relinquishes any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

- d) **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Actions.
- 49. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- 50. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on a website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

51. No Admission of Liability or Class Certification for Other Purposes.

- a) Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Actions, or that but for the Settlement a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.
- b) Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c) This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

52. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
53. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
54. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
55. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
56. **Modification of Agreement.** Except as set forth in section III.J.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
57. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
58. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
59. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
60. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the

Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

61. **Nullification.** If the Court for any reason that cannot be cured does not finally approve this Settlement, this Agreement shall be considered null and void and the Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.
62. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Gross Settlement Amount is fully funded by Defendant, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
63. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
64. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Christina T. Tellado
Samuel J. Stone
Holland & Knight LLP
400 South Hope Street, 8th Floor
Los Angeles, CA 90071
Tel.: (213) 896-2400
Fax: (213) 896-2450

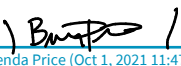
Email: christina.tellado@hklaw.com
samuel.stone@hklaw.com

65. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
66. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with the Jeffrey Krivis on February 16, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
67. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Actions under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Oct 1, 2021


Brenda Price (Oct 1, 2021 11:47 PDT)
Plaintiff Brenda Price

Dated: Sep 29, 2021


Justin Price (Sep 29, 2021 11:01 PDT)
Plaintiff Justin Price

Dated: _____

Michael Keefe, Executive Vice President, General Counsel
For Defendant Mistras Group, Inc.

Email: christina.tellado@hklaw.com
samuel.stone@hklaw.com

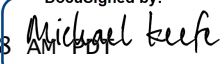
65. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
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V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

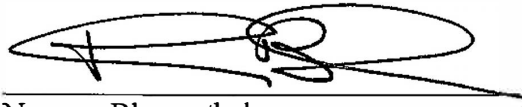
Dated: _____
Plaintiff Brenda Price

Dated: _____
Plaintiff Justin Price

Dated: 9/29/2021 | 10:58:48 AM PST
DocuSigned by:

A81C2933489C4C4...
Michael Keefe, Executive Vice President, General Counsel
For Defendant Mistras Group, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 10/5/21



Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/5/2021



Christina T. Tellado
Holland & Knight LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Price v. Mistras Group, Inc., Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV22485, and related Case No. 20LBCV00408***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. The actual amount you receive may be different and will depend on a number of factors. Additional information is set forth below.
Exclude Yourself On or before [60 days from mailing]	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are also an Aggrieved Employee and excludes yourself, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth below.
Object On or before [60 days from mailing]	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 1 before Judge Daniel J. Buckley. This hearing may change as explained below in Section 9.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”),

has been reached between Plaintiffs Brenda Price and Justin Price (“Plaintiffs”) and Defendant Mistras Group, Inc. (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant Mistras Group, Inc. in California and who were classified as non-exempt employees at any time during the Class Period.

The “Class Period” is June 10, 2016 through July 31, 2021, with the exception of any Class members who were part of the California settlement class of *Viceral and Krueger, et al. v. Mistras Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC (“*Viceral*”) whose Class Period is limited to February 18, 2017 through July 31, 2021

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 10, 2020, Plaintiff Justin Price filed a proposed Class Action Complaint in the Court, alleging the following claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, and failure to pay wages when due. On March 15, 2021, Plaintiffs filed a First Amended Complaint in the Class Action adding Plaintiff Brenda Price. On September 18, 2020, Plaintiff Justin Price filed a separate Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”) which asserted a single cause of action seeking civil penalties for violations of the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”) based upon the above alleged violations. These lawsuits are referred to in this Class Notice as the “Actions.” As part of the Settlements, the Actions were consolidated on _____.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Actions; and that this Actions cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to

serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "Gross Settlement Amount") to fund the settlement of the Actions. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Settlement Shares are made to Class Members who do not request exclusion ("Participating Class Members"):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$_____, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$766,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts

stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 to each of the two named Plaintiffs as service awards, which is a combined total of \$20,000 for Class Representative Service Payments, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is June 1, 2019 through July 31, 2021. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant Mistras Group, Inc. in California and who were classified as non-exempt employees at any time during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks worked by the Class during the Class Period to determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. The number of weeks worked will be based on Defendant's records, however, Class Members may challenge the number of weeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Thirds (2/3) of each Participating Class Member's Settlement Share is in settlement of claims for penalties and interest allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The

employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Settlement Share payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, Defendant shall receive a release from the Participating Class Members of all claims that were or could have been alleged in the Complaints and/or Amended Complaints filed in the Actions under any state law, federal law, common law, equity or other theory arising in any way from the facts alleged in the Complaints and/or Amended Complaints filed in the Actions regarding the provision (or alleged non-provision) of wages, compensation, remuneration, expense reimbursements, premium payments, meal and/or rest breaks (or timing or length of any breaks provided), pre-shift or post-shift work, commute time, and/or wage statements provided to those class members (or the content or lack of content of any wage statements received), during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Defendant shall be entitled to a release from the State of California of all PAGA claims pled or could have been pled based on the factual allegations contained in the Complaints and/or Amended Complaints filed in the Actions and the written notice(s) sent to the Labor & Workforce Development Agency pursuant to California Labor Code § 2699.3(a)(1) that occurred during the PAGA Period as to the Aggrieved Employees and excluding all PAGA claims outside of the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> weeks during the Class Period (June 10, 2016 through July 31, 2021, with the exception of any Class members who were part of the California settlement class of *Viceral and Krueger, et al. v. Mistras Group, Inc., et*

al., N.D. Cal. Case No. 3:15-cv-02198-EMC (“*Viceral*”) whose Class Period is limited to February 18, 2017 through July 31, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is << _____ >>.

Defendant’s records reflect that you worked << _____ >> pay periods during the during the PAGA Period (June 1, 2019 through July 31, 2021). Based on this information your estimated share of the PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [sixty (60) days after the mailing of the Class Notice or 75 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 75 days after in the case of re-mailing].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion. **The PAGA Payment is \$50,000, of which \$12,500 will be distributed to the Aggrieved Employees to be allocated based on their respective pay periods worked during the “PAGA Period”, which is June 1, 2019 through July 31, 2021. If you worked during the PAGA Period, your share of the PAGA Payment is set forth in Section 5 above.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [sixty (60) days

after the date of the Notice or 75 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 75 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Price v. Mistras Group* lawsuit. The request to opt-out should state the Class Member's full name, address, telephone number, the last-four digits social security number for verification purposes, the approximate dates of employment in California by Defendant. Please include the name and number of the case, which is *Price v. Mistras Group, Inc*, Case No. 20STCV22485. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections may be in writing and should state your (the Class Member's) name, current address, telephone number, and the dates of your employment in California with Defendant, and describe why you object to the Settlement and whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence should also state the name and number of the case, which is *Price v. Mistras Group*, in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV22485.

The written objections must be mailed to the Settlement Administrator at _____ no later than _____ [sixty (60) days after the date of the Notice or 75 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 75 days after in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ a.m. to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Only remote appearances at the hearing are allowed. To appear at the hearing, you must schedule a remote appearance through Court Connect at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858.551.1223
Facsimile: 858.551.1232
Email: Kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Christina T. Tellado
Samuel J. Stone
Holland & Knight LLP
400 South Hope Street, 8th Floor
Los Angeles, CA 90071

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Daniel J. Buckley. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Price v. Mistras Group*. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV22485.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Price v. Mistras Group* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Price v. Mistras Group*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV22485. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Settlement Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member where you may claim the funds. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

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: _____
Hearing Time: _____

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 _____[DATE], 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 ____ 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,
28

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

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

13 **IT IS SO ORDERED.**

14 Dated: _____

15 _____
16 HON. DANIEL J. BUCKLEY
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

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 NO.: 20LBCV00408

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

Hearing Date: _____
Hearing Time: _____

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

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

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Justin Price and Brenda Price (“Plaintiffs”) for an
2 order finally approving the Class Action Settlement Agreement (“Agreement” or “Settlement”)
3 with Defendant Mistras Group, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and
4 the expenses of the Settlement Administrator duly came on for hearing on _____
5 before the Honorable Daniel J. Buckley.

6
7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Three Hundred
17 Thousand Dollars (\$2,300,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, 2021, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The deadline for opting out or submitting written objections to the Settlement was
14 _____, which for re-mailings was extended by 15 days. There was an adequate interval
15 between notice and the deadline to permit Class Members to choose what to do and to act on their
16 decision. A full and fair opportunity has been afforded to the Class Members to participate in this
17 hearing, and all Class Members and other persons wishing to be heard have had a full and fair
18 opportunity to be heard. Class Members also have had a full and fair opportunity to exclude
19 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all
20 Class Members who did not timely and properly submit a request for exclusion are bound by the
21 Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs' and their counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Plaintiffs' counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$_____ for attorneys' fees, representing one-third of the
18 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
19 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
20 the results achieved by Class Counsel. The requested award has been supported by Class
21 Counsel's lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 to each of the two Plaintiffs, subject to the Court's approval. The Court finds that
25 Class Representative Service Payments in the amount of \$_____ to each Plaintiff is reasonable
26 in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and
27
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1 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
2 general release.

3 **Settlement Administration Expenses**

4 13. The Settlement Administrator shall calculate and administer the payment to be
5 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
6 transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax
7 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
8 Agreement. The Settlement Administrator has documented \$ _____ in fees and expenses, and
9 this amount is reasonable in light of the work performed by the Settlement Administrator.

10 **PAGA Payment**

11 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
12 Amount of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees
15 based on their respective pay periods worked during the PAGA Period, which is June 1, 2019
16 through July 31, 2021. "Aggrieved Employees" means all individuals who are or previously were
17 employed by Defendant Mistras Group, Inc. in California and who were classified as non-exempt
18 employees at any time during the PAGA Period. Pursuant to Labor Code section 2699,
19 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
20 and has not indicated any objection thereto. The Court finds this PAGA Payment to be
21 reasonable.

22
23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 1. The Class is certified for the purposes of settlement only. The Class is hereby
27 defined as follows:

1 All individuals who are or previously were employed by Defendant Mistras Group,
2 Inc. in California and who were classified as non-exempt employees at any time
during the Class Period.

3 The "Class Period" is June 10, 2016 through July 31, 2021, with the exception of any Class
4 members who were part of the California settlement class of *Viceral and Krueger, et al. v.*
5 *Mistras Group, Inc., et al.*, N.D. Cal. Case No. 3:15-cv-02198-EMC ("Viceral") whose
6 Class Period is limited to February 18, 2017 through July 31, 2021.

7 2. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
9 REFERENCE TO IDENTIFY ANY OPT OUTS].

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
13 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
14 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

15 5. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

17 6. The payment of \$_____ to the Settlement Administrator for their fees and
18 expenses is approved.

19 7. The PAGA Payment of \$50,000 is approved to be distributed in accordance with
20 the Agreement.

21 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
22 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
23 entry.

24 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
25 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
26 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
27 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
28

1 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
2 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
3 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
4 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
5 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
6 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
7 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
8 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
9 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
10 Claims.

11 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
13 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
14 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
15 to individual Class Members.

16 11. If the Agreement does not become final and effective in accordance with the terms
17 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
18 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
19 revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available
21 defenses and affirmative defenses, and arguments that any claim in the Action could not be
22 certified as a class action and/or managed as a representative action.

23
24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

1 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of
4 settlement benefits.

5 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 4. As of the Effective Date and upon full finding of the Gross Settlement Amount by
8 Defendant, each Class Member who has not validly opted out will be deemed to have released the
9 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
10 Agreement.

11 5. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

12 (a) "Released Class Claims" means all claims that were or could have been
13 alleged in the Complaints and/or Amended Complaints filed in the Actions under any state law,
14 federal law, common law, equity or other theory arising in any way from the facts alleged in the
15 Complaints and/or Amended Complaints filed in the Actions regarding the provision (or alleged
16 non-provision) of wages, compensation, remuneration, expense reimbursements, premium
17 payments, meal and/or rest breaks (or timing or length of any breaks provided), pre-shift or post-
18 shift work, commute time, and/or wage statements provided to those class members (or the
19 content or lack of content of any wage statements received), during the Class Period, and
20 expressly excluding all other claims, including claims for wrongful termination, unemployment
21 insurance, disability, social security, and workers' compensation, and claims outside of the Class
22 Period. The Released Class Claims include all claims, rights, demands, liabilities, causes of
23 action, and theories of liability of every nature and description, whether known or unknown, that
24 were alleged against Defendant and/or any of the Released Parties, or which could have been
25 alleged based on the facts pled against them in the Complaints and/or Amended Complaints in the
26 Actions during the Class Period. These claims include claims for failure to pay wages for all hours
27 worked, including overtime pay, minimum wages, premium pay, failure to pay for pre- or post-

1 shift work, failure to pay for commute time, failure to pay wage guaranteed or wages at the agreed
2 upon rate and/or failure to calculate wages due at the applicable statutory and/or regular rate of
3 pay or compensation, failure to pay wages semi-monthly at designated times, failure to pay all
4 wages due upon termination, failure to pay waiting time penalties, failure to provide and/or
5 maintain copies of accurate itemized wage statements, failure to maintain records of hours worked
6 and/or accurate payroll records, and/or for penalties (regardless of the recipient), failure to provide
7 meal periods, failure to provide rest periods, failure to reimburse necessary business expenses,
8 damages, interest, costs or attorneys' fees, and violations of any local, state or federal law, whether
9 for economic damages, non-economic damages, liquidated, or punitive damages, restitution, tort,
10 contract, equitable relief, injunctive or declaratory relief, that occurred during the applicable
11 California Class Period and arising from the facts that were alleged or could have been alleged in
12 the Complaints and/or Amended Complaints in the Actions, including claims under any common
13 laws, contract, Fair Labor Standards Act ("FLSA"), the California Business & Professions Code
14 Sections 17200, *et seq.* ("UCL"), including claims asserted under the UCL predicated on
15 violations of any state and/or federal law, including the FLSA, Cal. Code of Regulations, Title 8,
16 Sections 11000, *et seq.*, Wage Order 4 or any other applicable Wage Order, and the California
17 Labor Code. Notwithstanding the foregoing, the Released Class Claims do not include any
18 individual claim under the Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to a Participating
19 Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her
20 Settlement share check, to the extent that opting-in is required to release such FLSA claims.

21 (b) "Released Parties" means, collectively, Defendant, Defendant's past and
22 present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and
23 business units, and the board members, officers, employees, agents, representatives, insurers and
24 attorneys of any of the same.

25 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
26 Defendant, Defendant shall receive a release from the State of California of all PAGA claims pled
27 or could have been pled based on the factual allegations contained in in the Complaints and/or
28

1 Amended Complaints filed in the Actions and the written notice(s) sent to the Labor & Workforce
2 Development Agency pursuant to California Labor Code § 2699.3(a)(1) that occurred during the
3 PAGA Period as to the Aggrieved Employees and excluding all PAGA claims outside of the
4 PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be
5 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
6 a request for an exclusion from the Class.

7 7. Plaintiffs have generally released all claims as set forth in the Agreement and have
8 agreed to a waiver of Civil Code section 1542.

9 8. If any Participating Class Member’s check remains uncashed by the expiration
10 date, the funds from such uncashed checks will be paid to the California State Controller’s
11 Unclaimed Property Fund in the name of the Participating Class Member.

12 9. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
14 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
15 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
16 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

17
18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20 Dated: _____

21
22 HON. DANIEL J. BUCKLEY
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
24
25
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Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

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Admitted: 2020, New Mexico

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	13796V2	Prepared By:	Michael Sutherland
Estimate Date:	9/1/2021	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Kyle Nordrehaug**
Firm: Blumenthal Nordrehaug & Bhowmik
Email: kyle@bamlawca.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Mistras: Opt Out Settlement

Anticipated Total Cost	\$13,735
Capped Fee*	\$13,500

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- .2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	1,200	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	E/S	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Translation	\$0.25	3000	\$750.00
Email and Fax set up and manage	\$250.00	1	\$250.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,590.00

Notification

Notice Packet: 4 pg Notice - Double Sided - English

Check Cashing Deadline Reminder.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.70	1,200	\$840.00
Postage	\$0.53	1,200	\$636.00
NCOA/CASS/LACS	\$0.10	1,200	\$120.00
Undeliverable Processing	\$0.25	120	\$30.00
Skip Trace RUM	\$1.50	120	\$180.00
Remail Notice Packet	\$0.90	102	\$91.80
Remail Postage	\$0.58	102	\$59.16
Reminder Post Card Check Cashing Deadline	\$0.70	300	\$210.00
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$2,216.96

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	4	\$300.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	12	\$30.00
Opt Out Processing	\$1.50	12	\$18.00
Data Entry	\$50.00	1	\$50.00
Project Manager-Email communication with PCM	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,048.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	5	\$700.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$2.00	1200	\$2,400.00
Postage	\$0.53	1200	\$636.00
Process Returned Checks	\$0.50	12	\$6.00
Skip Trace Search Undeliverable Checks	\$5.00	12	\$60.00
Remail Checks (Includes Postage)	\$4.00	12	\$48.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2021	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$5.00	18	\$90.00
Reissue W2's/1099's	\$5.00	18	\$90.00
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Escheat management-State	\$350.00	1	\$350.00
Disbursement Manager	\$125.00	5	\$625.00
Total			\$7,580.00



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$1,331.16

Total Case Costs

\$13,734.96

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning