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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

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

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

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

Judge: Hon. Stuart M. Rice
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 First Amended Class Action Settlement Agreement (“Agreement” or
3 “Settlement”) with Defendant Mistras Group, Inc. (“Defendant”), attorneys’ fees and costs,
4 service payment, and the expenses of the Settlement Administrator duly came on for hearing on
5 September 26, 2022 before the Honorable Stuart M. Rice.

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 May 12, 2022, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 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 June 9, 2022. Mailing of the Class Notice to their last-known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 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 August 8, 2022, 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. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 1,251 Class Members will be mailed a
8 settlement payment, representing 100% 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 \$766,666 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$27,896.47 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 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 \$10,000 to each Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort

1 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
2 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 \$13,500 in fees and expenses, and this
9 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 by dividing the 25% of the PAGA Payment by the number of
16 pay periods for all Aggrieved Employees worked during the PAGA Period, which is June 1, 2019
17 through July 31, 2021, to determine a dollar amount per pay period ("PAGA Rate") and
18 multiplying the pay periods for each individual Aggrieved Employee by the PAGA Rate to
19 calculate their share of the PAGA Payment. "Aggrieved Employees" means all individuals who
20 are or previously were employed by Defendant Mistras Group, Inc. in California and who were
21 classified as non-exempt employees at any time during the PAGA Period. Pursuant to Labor Code
22 section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these
23 settlement terms and has not indicated any objection thereto. The Court finds this PAGA Payment
24 to be reasonable.

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

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.

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

5. The payment of Class Representative Service Payments in the amount of \$10,000 to each of the Plaintiffs is approved.

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

8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

1 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
2 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
3 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
4 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
6 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
7 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
8 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
9 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
10 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
11 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
12 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
13 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
14 Claims.

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

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

1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

10 4. As of the Effective Date and upon full finding of the Gross Settlement Amount by
11 Defendant, each Class Member who has not validly opted out will be deemed to have released the
12 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
13 Agreement, and expressly excluding all other claims, including claims for wrongful termination,
14 unemployment insurance, disability, social security, and workers' compensation, and claims
15 outside of the Class Period.

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

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

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

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

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

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

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

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

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17 Dated: _____

18 _____
19 HON. STUART M. RICE
20 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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