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1 HADSELL STORMER KEENY
 RICHARDSON & RENICK, LLP
 2 ANNE RICHARDSON [S.B. #151541]
 arichardson@hskrr.com
 3 DAN STORMER [S.B. #101967]
 dstormer@hadsellstormer.com
 4 RADHIKA SAINATH [S.B. #25931]
 radhika@hskrr.com
 5 128 N. Fair Oaks Avenue
 Pasadena, California 91103
 6 Telephone: (626) 585-9600
 Facsimile: (626) 577-7079
 7

8 BONONI LAW GROUP, LLP
 WILLIAM S. WALDO [S.B. #073973]
 wwaldo@bononilawgroup.com
 9 MICHAEL J. BONONI [S.B. #130663]
 mbononi@bononilawgroup.com
 10 915 Wilshire Blvd., Suite 1950
 Los Angeles, California 90017
 11 Telephone: (213) 553-9200
 Facsimile: (213) 553-9215
 12

13 Counsel for Plaintiff
 Stephan L. Ballard
 14

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17

18 STEPHAN L. BALLARD, on behalf of
 himself and all others similarly situated,
 19

Plaintiffs,

v.

21 MISTRAS GROUP, INC., a Delaware
 Corporation; CONAM INSPECTION
 22 AND ENGINEERING SERVICES,
 INC., a Delaware Corporation; and
 23 MISTRAS HOLDING GROUP, and
 DOES 1 through 100, inclusive,
 24

Defendants.

Case No. CV10-3186 PSG (SSx)

[Consolidated with Case Nos. CV 09-7146 PSG (SSx) and CV 10-6312 PSG (SSx)]

~~[PROPOSED]~~ **FINAL JUDGMENT
 AND ORDER GRANTING FINAL
 APPROVAL OF JOINT
 STIPULATION OF SETTLEMENT
 AND RELEASE AND DISMISSING
 ACTION**

DATE: August 1, 2011
 TIME: 1:30 p.m.
 CTRM: 880

Date Action Filed: March 29, 2010
 Trial Date: NONE

1 The Court, having considered whether to order final approval of the settlement of
2 the above-captioned action pursuant to the Joint Stipulation of Settlement ("Settlement")
3 filed on or about January 31, 2011, having read and considered all of the papers and
4 argument of the parties and their counsel, having granted preliminary approval on May
5 30, 2011, having received Plaintiffs Motion for Attorneys' Fees and Costs and the
6 Confidential Memoranda of both Parties and having directed that notice be given to all
7 Class Members of preliminary approval of the Settlement and the final approval hearing
8 and the right to be excluded from the Settlement, and having received no objections and
9 good cause appearing,

10 IT IS HEREBY ORDERED AS FOLLOWS:

- 11 1. Terms used in this Judgment and Order of Final Approval have the meanings
12 assigned to them in the Settlement.
- 13 2. This Court has jurisdiction over the claims asserted in the Action by Plaintiffs
14 Stephan L. Ballard and Patrick D. Quiroz ("Plaintiffs"), and over Class Members and
15 Defendants.
- 16 3. The Court hereby makes final the conditional class certification the Court granted
17 on May 30, 2011, and thus makes final for purposes of the Settlement only, the
18 certification of a Class whose members consist of: all persons who were employed by
19 Mistras Group, Inc. and/or its predecessor Conam Inspection and Engineering Services,
20 Inc. formerly known as "Mistras Holdings Co.," in any position within the state of
21 California, at any time between September 4, 2008 and August 29, 2010, as identified by
22 Mistras using its employment records This certification for settlement purposes shall not
23 be construed to be an admission by Defendants or a determination as to the certifiability
24 of any class if the merits of class certification had been litigated in the Action, or in any
25 other action.
- 26 4. The Court hereby finds that the Notice of Settlement, as mailed to all Class
27 Members by April 19, 2011 fairly and adequately described the proposed Settlement, the
28 manner in which Class Members could object to or participate in the Settlement, and the

1 manner in which Class Members could opt out of the Settlement Class; was the best
2 notice practicable under the circumstances; was valid, due and sufficient notice to all
3 Class Members; and complied fully with the Federal Rules of Civil Procedure, due
4 process, and all other applicable laws. The Court further finds that a full and fair
5 opportunity has been afforded to Class Members to participate in the proceedings
6 convened to determine whether the proposed Settlement should be given final approval.
7 Accordingly, the Court hereby determines that all Class Members who did not file a
8 timely and proper request to be excluded from the Settlement are bound by this Judgment
9 and Order of Final Approval.

10 5. The Court hereby finds that the Settlement, including the Gross Settlement
11 Amount, is fair, reasonable, and adequate as to the Class, Plaintiffs and Defendants, and
12 is the product of good faith, arms-length negotiations between the Parties, and further,
13 that the Settlement is consistent with public policy, and fully complies with all
14 applicable provisions of law. The Court makes this finding based on a weighing of the
15 strength of Plaintiffs' claims and Defendants' defenses with the risk, expense,
16 complexity, and duration of further litigation. The Court also finds that the Settlement is
17 the result of non-collusive arms-length negotiations between experienced counsel
18 representing the interests of the Class and Defendants, after thorough factual and legal
19 investigation. In granting final approval of the Settlement, the Court considered the
20 nature of the claims, the amounts paid in settlement, the allocation of settlement
21 proceeds among the Class Members, and the fact that the Settlement represents a
22 compromise of the Parties' respective positions rather than the result of a finding of
23 liability at trial. Additionally, the Court finds that the terms of the Settlement have no
24 obvious deficiencies and do not improperly grant preferential treatment to any individual
25 Class Member. The Court further finds that the response of the Class to the Settlement
26 supports final approval of the Settlement. Specifically, no Class Member objects to the
27 Settlement, and only nine (9) Class Members (i.e., less than 2% of the Class) have opted
28 out of the Settlement. A large percentage of Class Members have submitted claims.

1 Accordingly, pursuant to Rule 23(e), the Court finds that the terms of the Settlement are
2 fair, reasonable, and adequate to the Class and to each Class Member. *Staton v. Boeing*,
3 327 F.3d 938, 960 (9th Cir. 2003). The Court also hereby finds that Plaintiffs have
4 satisfied the standards and applicable requirements for final approval of this class action
5 settlement under Rule 23, for the reasons stated in the Motion for Final Approval.

6 Accordingly, the Court hereby finally and unconditionally approves the Settlement and
7 authorizes Defendants to pay the individual Settlement Payments in accordance with the
8 terms of the Settlement.

9 6. The persons identified on Exhibit B to the Declaration of Bernie Lenhart, filed
10 August 2, 2011, have timely and validly requested exclusion from the Class and,
11 therefore, are excluded. Such persons are not included in or bound by this Judgment and
12 Order of Final Approval, and they are not entitled to any recovery from the settlement
13 proceeds obtained through the Settlement. Those persons are: Diego Centeno, Douglas
14 Crowder, Jason Degula, Alberto Goint, Enda John Halpin, Fernando Llamas, Michael
15 William Price, Sean D. Tahirali and Jon E. Ward.

16 7. The Court orders the Parties to implement, and comply with, the terms of the
17 Settlement.

18 8. The Court approves the settlement of the Released Claims as defined in the
19 Settlement. As of the Effective Date of the Settlement, as defined in the Settlement, all
20 of the Released Claims of each Class Member who did not timely opt out, as well as the
21 Class Representatives' Released Claims, are and shall be deemed to be conclusively
22 released as against the Released Parties (as defined by the Settlement). As of the date of
23 this Judgment and Order of Final Approval, all Class Members who did not timely opt
24 out are bound by the instant Judgment and Order of Final Approval, and the Settlement.
25 Except as to such rights or claims that may be created by the Settlement, all Class
26 Members as of the date of this Judgment and Order of Final Approval who did not timely
27 opt out are hereby forever barred and enjoined from commencing or prosecuting any of
28 the Released Claims, either directly, representatively or in any other capacity, against

1 any of the Released Parties.

2 9. HADSELL STORMER KEENY RICHARDSON & RENICK, LLP and BONINI
3 LAW GROUP are designated as Class Counsel. Class Counsel HADSELL STORMER
4 KEENY RICHARDSON & RENICK, LLP and BONONI LAW GROUP shall continue
5 to serve as Lead Counsel and shall oversee and perform the duties necessary to effectuate
6 the settlement, including the distribution of attorneys' fees and costs.

7 10. Defendants shall make available to the Class Administrator for payment to the
8 Participating Class Members, the Net Settlement Amount no later than fifteen business
9 days after the Final Effective Date. Each Participating Class Member shall receive
10 \$1,000, in addition to the percentage of the funds provided in ¶ 15, *infra*.

11 11. Defendants do not object to Plaintiffs' request for Enhancement Payment in the
12 amount of \$10,000 to both of the Class Representatives. The Court has considered
13 Plaintiffs' request for a Enhancement Payment and, good cause appearing, hereby grants
14 Plaintiffs' request in the amount of \$10,000 each and authorizes Defendants to pay this
15 amount from the Gross Settlement Amount in accordance with the terms of the
16 Settlement.

17 12. Defendants do not to oppose Plaintiffs' motion for reasonable attorneys' fees and
18 costs. Plaintiffs submitted an updated cost bill showing costs to be \$20,000.86 as of
19 August 1, 2011. The Court has considered Plaintiffs' motion for the award of attorneys'
20 fees (of 19% of the total potential settlement amount, \$722,500) and costs and, good
21 cause appearing, hereby awards Class Counsel attorneys' fees in the amount of \$137,500
22 and costs in the sum of \$20,000, and authorizes Defendants to pay such amounts in
23 addition to the Settlement Amount in accordance with the terms of the Settlement.

24 13. Defendants further agreed in the Settlement to pay \$15,000 to Ballard and \$40,000
25 to Quiroz to settle their individual claims of retaliation and failure to hire. These
26 payments are in addition to the \$1,000 each such individual is otherwise entitled to
27 receive. In, exchange, Ballard and Quiroz are required to release all potential claims
28 they may have against Defendantm and all such individual claims are hereby

1 DISMISSED.

2 14. Defendants are to pay the reasonable costs of the Claims Administrator associated
3 with notices to the Class and the administration of the Settlement and all costs associated
4 with distribution of individual Settlement Payment to Class Members in accordance with
5 the terms of the Settlement. The estimate of the Claims Administrations Costs is
6 \$15,000, but in the event that the amount is larger, the expenses will be born exclusively
7 by Defendants.

8 15. Defendants further agreed in the Settlement to pay from the Gross Settlement
9 Amount the amount of \$10,000 to be split among the California Labor and Workforce
10 Development Agency ("LWDA") and class members pursuant to California Labor Code
11 section 2699, et seq. (i.e., the California Private Attorneys General Act of 2004). Good
12 cause appearing, the Court hereby authorizes Defendants to pay to the LWDA and class
13 members the sum of \$10,000 from the Gross Settlement Amount, in accordance with the
14 terms of the Settlement.

15 16. Defendants shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, in connection with the
17 above-captioned action except as provided in the Settlement.

18 17. Neither the Settlement nor any of the terms set forth in the Settlement constitute an
19 admission by the Defendant of liability to the Plaintiffs or any Class Member; nor does
20 this Judgment and Order of Final Approval constitute a finding by the Court of the
21 validity of any of the claims alleged in the Action, or of any liability of Defendant.
22 Neither the making of nor entering into the Settlement constitutes an admission by
23 Defendant nor is this Judgment and Order of Final Approval a finding of the validity of
24 any claims in the Action or of any other wrongdoing. Evidence of the making or
25 entering into the Settlement shall not be offered or received into evidence in any action
26 or proceeding against any party hereto in any Court, or other tribunal for any purpose,
27 other than to enforce the instant Order of Final Approval, the instant Judgment, or the
28 Settlement.

1 18. The Court hereby grants final approval of the Settlement and, in accordance with
2 the terms of the Settlement, hereby enters judgment approving the terms of the
3 Settlement and ordering that all the above-captioned Actions be dismissed in accordance
4 with the Settlement. The Actions are dismissed on the merits with prejudice on a
5 class-wide basis. The Class Representatives' Released Claims, as set forth in the
6 Settlement, are dismissed on the merits with prejudice.

7 19. Without affecting the finality of this Judgment and Order of Final Approval, the
8 Court retains exclusive and continuing jurisdiction over the Actions, Plaintiffs, all Class
9 Members and Defendants for purposes of supervising, implementing, interpreting and
10 enforcing this Judgment and Order of Final Approval and the Settlement. Nothing in
11 this Judgment and Order of Final Approval precludes any action to enforce the Parties'
12 obligations under the Settlement or under this Judgment and Order of Final Approval.

13 20. If the Settlement does not become final and effective in accordance with the terms
14 of the Settlement, this Judgment and Order of Final Approval and all orders entered in
15 connection herewith shall be vacated and shall have no further force or effect.

16 21. The Court hereby finds, pursuant to Rules 54(a) and (b) of the Federal Rules of
17 Civil Procedure, that this Judgment should be entered and further finds that there is no
18 just reason for delay in the entry of this Judgment, as a Final Judgment, as to the Parties
19 to the Settlement. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

20
21 IT IS SO ORDERED.

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23 Dated: August 3, 2011



24 Hon. Philip S. Gutierrez
25 United States District Judge
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