EXHIBIT 2

AMENDMENT OF STIPULATION OF SETTLEMENT AND RELEASE

This Amendment modifies and to the extent stated herein, supersedes, the Stipulation of Settlement and Release ("Settlement Agreement") entered into on Plaintiffs Brandon K. Lacas and Jose Ochoa ("Plaintiffs") on behalf of themselves and a class of similarly situated individuals, on the one hand, and Defendant Greenstone Materials, Inc. ("Defendant") on the other hand and filed with the Court on June 20, 2019. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Except as expressly set forth in this Amendment, the terms of the Settlement Agreement are unaffected, and the Settlement Agreement shall continue in force and effect and in accordance with its terms.

Paragraphs D.16 and D.17 are superseded and replaced by the following:

> Upon entry of Judgment, each Participating Class Member, including Plaintiffs, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, and any or all of them, fully and finally waives, releases and discharges, Defendant, and its officers, directors, and related entities, including, but not limited to, R.B. Holt, Inc., Richard Holt, and Holt Equipment Leasing, Inc., its employees, agents, parents, subsidiaries, affiliates, predecessors, successors, affiliates, insurers, assigns, third-party consultants, attorneys, shareholders, pension, profit sharing, savings, health and other employee benefit plans, and their respective trustees, administrators, and fiduciaries ("Released Parties") from all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, arising during the Class Period that were or could have been alleged against Greenstone Materials, Inc. and the other Released Parties based on allegations in the Complaints and/or the PAGA Letters including, for missed rest and meal breaks, for failure to pay minimum wage for all hours worked including overtime and double overtime, for failing to furnish accurate itemized wage statements, failure to timely pay, without abatement or reduction in accordance with

Labor Code §§ 201, 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200 et seq. related to the claims in this case, penalties and attorneys' fees under the California Private Attorneys General Act, Labor Code § 2699 et seq. ("PAGA") related to the claims in this case, unpaid wages, damages, penalties, interest, costs, attorney fees, economic and noneconomic damages, liquidated and punitive damages, restitution, tort, contract, equitable relief, injunctive relief and declaratory relief related to the claims in this case and under any local, state, federal, contractual and common law, including, claims under California Business & Professions Code §§ 17200, et seq. ("UCL") related to the claims in this case, Cal. Code of Regulations, Title 8, §§ 11000, et seq., any applicable Wage Order(s) related to the claims in this case, California Labor Code §§ 200-204, 206, 208, 210, 218, 218.5, 218.6, 226, 226.3, 510, 558, 1194, 1194.2, 1197, and 1198, the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, et seq.) related to the claims in this case and any other related provisions related to the claims in this case, California Code of Civil Procedure §§ 1021.5 and 1060 and California Civil Code § 3287.

Paragraph F.24 of the Settlement Agreement is modified to read as follows:

Notwithstanding any other provision of this agreement, if six (6) or more Class Members submit timely and valid Opt-Out Requests and thus become Non-Participating Class Members, Defendant will have the unilateral right, but not the obligation, to void the Agreement. If Defendant exercises that right to void the Agreement, then the Parties will have no further obligations under the Agreement, including, without limitation, any obligation by Defendant to pay the Total Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void the Agreement in writing and no later than twenty-one

(21) calendar days after the Settlement Administrator notifies the Parties in writing of the final total number of valid and timely Opt-Out Requests that it has received. The Settlement Administrator will make reasonable efforts to ensure that the Notice Packets are mailed to all Class Members. It will be conclusively presumed that a Class Member's Notice Packet was received if the Notice Packet has not been returned within thirty (30) days of the original mailing of Notice Packet to the Class Member. If a Notice Packet is returned as undelivered after 30 days from mailing, there will be no presumption that the Class Member's Notice Packet was received and the Settlement Administrator shall attempt to locate an updated address.

Paragraph F.28 of the Settlement Agreement is modified to read as follows:

The Notice shall provide that Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator a written statement requesting exclusion from the Class no later than forty-five (45) calendar days after the original mailing of the Notice Packet. Such written request for exclusion must confirm the Class Member's intent to exclude themselves from the settlement and contain the name, address, and telephone number of the person requesting exclusion, and returned to the Settlement Administrator's address provided in the Notice, and must be postmarked on or before the exclusion deadline. Any Class Member who properly requests exclusion using this procedure will not be entitled to any payment from the settlement and will not be bound by the settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before the exclusion deadline date shall be bound by all terms of the settlement and any judgment entered in the Lawsuit if the settlement is approved by the Court, regardless of whether they ineffectively or untimely request exclusion from the settlement. Any portion of the Net Settlement Proceeds attributable to Class Members who request exclusion from the settlement shall be added to the Net Settlement Proceeds.

Paragraph Y.51. is added to the Settlement Agreement and shall read as follows:

Y. Continuing Jurisdiction

As provided by California Code of Civil Procedure Section 664.6, following final approval of the Settlement and entry of Judgment, the Court shall retain jurisdiction to enforce this Settlement Agreement until obligations thereunder have been fully performed.

IT IS SO STIPULATED AND AGREED:

September __, 2019

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Jose Ochoa

September __, 2019

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Brandon K. Lacas

September __, 2019

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Richard Holt, for Greenstone Materials, Inc.

As to Form and Content:

September __, 2019

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Corbett H. Williams, Counsel for Jose Ochoa

September __, 2019

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Farzad Rastegar, Counsel for Jose Ochoa

September __, 2019

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Matthew Miller, Counsel for Greenstone Materials, Inc.