EXHIBIT 1

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release ("Stipulation of Settlement" and/or "Settlement" and/or "Agreement") is made and entered into in by and between the named Plaintiffs JOSE OCHOA and BRANDON K. LACAS, individually and on behalf of all others similarly situated, ("Plaintiffs" or "Class Representatives") and named Defendant GREENSTONE MATERIALS, INC., and all of its affiliated corporate entities ("Defendant" or "GSM"), for the purpose of memorializing their agreement to the principal terms of a settlement of this action.

Subject to the Court's approval pursuant to section 382 of the California Code of Civil Procedure, and rule 3.769 of the California rules of court, Plaintiffs and Defendant have agreed to settle the civil action upon the terms and conditions and for the consideration set forth in this Settlement.

A. Definitions.

1. Plaintiffs, the Settlement Class (as defined below) and Defendant are collectively referred to herein as "the Parties."

2. "Class Counsel" are the Law Offices of Corbett H. Williams and Rastegar Law Group.

3. The "Complaint" and the "Lawsuit" mean the consolidated class action case, short titled, *Ochoa and Lacas v. Greenstone Materials, Inc.*, Superior Court for the State of California, Orange County Superior Court Case No. 30-2016-00875367-CU-OE-CXC, (Lead Case) and 30-2017-00911572. The "Class Period" for the settlement shall be from April 25, 2013 to December 31, 2018.

4. The "Settlement Class Members", "Class Members" or "Class" means all non-exempt persons employed by Greenstone Materials, Inc. as hourly-paid employees in the State of California at any time from April 25, 2013 to December 31, 2018 who have not executed a release of all claims against Greenstone Materials, Inc.

5. "Non-Participating Class Members" are all Class Members who submit timely and valid Opt-Out Requests. This settlement does not require members of the Settlement Class to submit a timely and valid claim form in order to participate in the settlement. Rather all class members who do not opt out of the settlement will be paid out of the settlement fund as set forth below.

6. "Preliminary Approval" refers to the first day after the Court's Preliminary Approval of the Settlement Agreement.

7. "Court" means the Superior Court of the State of California for the County of Orange.

8. "Effective Date" refers to the first day after the Court's Judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if an appeal

of the Judgment is filed, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari, or, (ii) if a petition for a writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

9. "Settlement Administrator" refers to Phoenix Settlement Administrators, the independent, third-party administrator that has agreed to administer notice and the disbursement of funds pursuant to this Settlement Agreement and subject to Court approval.

B. General.

10. On or about April 25, 2016 Plaintiff Brandon K. Lacas filed the first class action complaint in Riverside County Superior Court (Case No. RIC 1604892) against Defendant Greenstone Materials, Inc., alleging various wage and hour violations as well as violations of the California Business and Professions Code ("B&PC"). On or about September 15, 2016 Plaintiff Jose Ochoa filed a class action complaint in Orange County Superior Court (Case No. 30-2016-00875367) against Defendant Greenstone Materials, Inc., alleging the same or similar wage and hour violations that were raised in the Lacas complaint. On February 28, 2017 the Riverside Superior Court approved the parties' stipulation to transfer the Lacas lawsuit from Riverside to Orange County. On or about April 11, 2017 the Orange County Superior Court ordered the cases consolidated. A consolidated complaint was thereafter filed by the Plaintiffs on or about June 7, 2017. The consolidated complaint alleges various wage and hour violations (e.g. failure to provide rest and meal breaks; Failure to pay overtime and double overtime; Failure to pay minimum wage; Failure to provide accurate statements and maintain required records; Failure to pay all wages due to discharged or quitting employees; Failure to permit employee to inspect or copy records), unlawful business practices and violations of Labor Code §§2698-2699 et seq., (Private Attorneys General Act).

11. Defendant denies any liability or wrongdoing of any kind as to the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class action treatment for any purpose other than this settlement. Defendant contends, among other things, it has complied at all times with the applicable laws, including the California Labor Code, the Industrial Welfare Commission Wage Orders and the FLSA. In addition, it is Defendant's position that class certification is improper because individual issues predominate, that class action treatment would be improper, and/or that Defendant would prevail at trial and/or on appeal.

12. Plaintiffs believe that the Lawsuit is meritorious and that they will prevail at trial, but recognize potential issues and risks in continuing with litigation in this matter including: (1) obtaining class certification based on the defense of individualized issues over common issues; (2) proving claims based on representative evidence; (3) the delay and costs involved in establishing the alleged claims; (4) many class members signed releases that limited potential exposure; and (5) the Department of Labor's

investigation and subsequent settlement limited exposure and caused Defendant to fix its practices.

13. Plaintiffs Counsel have conducted a thorough investigation into the facts of the Lawsuit, including formal and informal discovery and exchange of information. This has included review of relevant documents, including but not limited to Defendant's written policies and handbook(s), extensive samplings of employment records and paystubs, and numerous other records provided by Defendant. Plaintiffs have filed a motion to compel the discovery of documents, and Defendant has deposed Mr. Lacas. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. On October 22, 2018, the Parties conducted a mediation with the Honorable Linda Quinn Ret., whereupon the Parties engaged in extensive negotiations based on the foregoing documentary evidence, which resulted in the primary terms in this Agreement. Based on the documents and information provided by Defendant, their own independent investigation and evaluation, and the assistance of the mediator, Class Counsel are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and possible appeals of any trial verdict and various defenses asserted by Defendant. Defendant and Defendant's counsel agree that the settlement is fair, reasonable and adequate.

C. Terms of Settlement.

14. The terms of the settlement are as follows:

(a) <u>**Total Settlement Amount**</u>**:** The Parties agree to settle this Lawsuit for a Total Settlement Amount of **Eighty Seven Thousand Seven Hundred Dollars ($87,700.00**) ("the Total Settlement Amount"), subject to the terms of this Stipulation of Settlement. The Total Settlement Amount includes attorneys' fees of Class Counsel, costs and expenses directly related to the Lawsuit, which include all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing court approval of the settlement, the service payment to the Class Representatives approved by the court, an allocation payment to Plaintiff Lacas, and payment to the Labor Workforce Development Agency pursuant to the Private Attorneys General Act. Defendant shall be separately responsible for any payroll taxes for which an employer remitting W-2 wages to an employee would be customarily responsible, including the employer's share of FICA, FUTA, and other applicable payroll taxes ("Employer Payroll Taxes"). In no event shall the Employer Payroll Taxes be deducted from or paid out of the Total Settlement Amount.

(b) <u>**Net Settlement Proceeds**</u>**:** "Net Settlement Proceeds" is defined as the Total Settlement Amount minus the amounts for Plaintiffs' awarded class representative service payments, Plaintiff Lacas' allocation payment, Class Counsel's awarded attorneys' fees and expenses, the Settlement Administrator's fees and expenses and Private Attorneys General Act payments pursuant to Labor Code §§2698-2699, et seq.

(c) **Non-Montetary Benefits to the Class**: As a result of an investigation by the Department of Labor that preceded this Lawsuit, Defendant modified its wage and hour practices in an effort to comply with applicable laws. Thus, Defendant denies the existence of wage and hour violations during the Claim Period. As a result of the legal claims raised by this Lawsuit, however, Defendant has redoubled its efforts to ensure that all wage and hour mandates have been adhered to. To this end, Defendant made efforts to inform its superviors, managers, and employees about the various wage and hour requirements, including the rules regarding meal and rest breaks. Additionally, Defendant has been diligent in ensuring that timely lunch and rest breaks are made available to all non-exempt employees as required under the laws and regulations.

(d) **Allocation of Funds to Class Members**: Participating Class Members will receive a pro-rata portion of the Net Settlement Proceeds based on number of workweeks worked and will be calculated by dividing the number of workweeks worked by the Participating Class Member by the total number of workweeks worked by all Participating Class Members. That number will then be multiplied by the Net Settlement Proceeds.

(1.) **All Paid Settlement:**

This is an all paid settlement. There will be no reversion to Defendant.

(2.) **Service Payment to Class Representatives:**

The amount awarded to the Class Representatives as a service payment will be set by the court in its discretion, not to exceed $3,000 for Jose Ochoa and $3,000 for Brandon K. Lacas, and these amounts will come from the Total Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment; provided, however, that to be eligible for a class representative service payment, Plaintiffs shall agree to a general release, including a release of all known and unknown claims Plaintiffs may have against Defendant, and its respective current and former parents, subsidiaries and affiliated entities, and their respective current and former shareholders, officers, members, partners, directors, employees, agents, trustees, representatives, attorneys, accountants, insurers, predecessors, successors and assigns and all persons acting under, by, through or in concert with any of them, based on, arising out of or relating to their employment with Defendant, which includes a waiver of Civil Code Section 1542. A Form 1099 will be issued with respect to Plaintiffs' awarded class representative service payment. Should the court approve a lesser amount, the difference between the lesser amount and the foregoing class representative service payments shall be added to the Net Settlement Proceeds. The specific award of Service Payments is not a material term of this Stipulation and the approval of amounts. In addition to the service payment and to his share of the settlement as a class member, the Parties have agreed to an allocation payment of $5,000.00 to Brandon Lacas based on his claims for unpaid overtime wages.

(**3.)** **<u>Attorneys' Fees and Costs</u>:** Defendant agrees and will not object that Class Counsel are entitled to seek an award of attorneys' fees and litigation costs from the Total Settlement Amount in an amount to be set by the Court taking into account the money that has been made available for the Settlement Class by the efforts of Class Counsel. The amount awarded for attorneys' fees shall not exceed $29,234.00 (*i.e.*, 33% of the Total Settlement Amount), and the amount awarded for documented out-of-pocket litigation costs shall not exceed $9,000.00 Should the Court approve a lesser amount, the difference shall be added to the Net Settlement Proceeds. A Form 1099 will be issued to Class Counsel with respect to their award of attorneys' fees and expenses.

(4.) **<u>Settlement Administration Costs</u>:** The Parties have obtained a fixed commitment for fees and other charges to administer the settlement from Phoenix Settlement Administrators, a qualified settlement administrator agreed-upon by the Parties and to be approved by the court, and the fees and other charges of the Settlement Administrator will be paid from the Total Settlement Amount. This fee will be no more than $5,500.00. The Parties do not have a financial interest in the Settlement Administrator.

(5.) **<u>Private Attorneys General Act payments</u>:** The Parties agree that $3,000 of the Gross Settlement Payment is attributable to the Private Attorneys General Act, whereby a payment of $2,250 shall be remitted to the Labor Workforce Development Agency (75%) and $750.00 (the remaining 25 percent) shall remain in the settlement funds pursuant to California Labor Code § 2699(i).

(6.) **<u>Tax Treatment of Class Member Settlement Payments</u>:** All Individual Settlement Payments for the Class in this Lawsuit shall be deemed 15% wages, 42.5% penalties, and 42.5% interest. The Settlement Administrator will issue to Class Members a form W-2 for 15% (wages) of the amount paid to each class member under this settlement, making all deductions and withholdings required under law. The Settlement Administrator shall inform Defendant as to Defendant's required contribution, payable to the taxing authorities, for Employer Payroll Taxes calculated from the 15% wages portion of the Settlement Payments. All portions allocated to the interest and statutory and civil penalties will be paid without withholding any amount and will be reported on an IRS Form 1099 and such 1099 to be issued by the Settlement Administrator. Plaintiffs will each receive an IRS Form 1099 for their individual Service Payments and will be responsible for the payment of any taxes owing on such amounts. Defendant is not giving any tax advice in connection with the settlement or any payment to be made pursuant to this Stipulation.

a. The Settlement Administrator shall be responsible for ensuring that all tax obligations associated with the Settlement are timely paid to the appropriate governmental taxing authorities. The Settlement Administrator's responsibilities include the following: (i) filing all federal, state and local employment tax returns, income tax returns, and any other tax returns associated with the taxes; (ii) timely and proper filing of all required federal, state and local information returns (e.g. IRS Form 1099, W-2, etc.) and (iii) completion of any other steps necessary for the compliance with any tax obligations applicable to Settlement Payments under federal, state, and/or local law.

b. The Settlement Administrator shall determine the amount of any tax withholding to be deducted from each Participating Class Member's Settlement Payments. All such tax withholdings shall be remitted by the Settlement Administrator to the proper governmental taxing authorities.

15. The Parties agree that the agreement in this Stipulation of Settlement is fair and reasonable and will so represent to the court (hereinafter Settlement Agreement, Agreement or Stipulation of Settlement).

D. Release of Claims.

16. Upon entry of Judgment, Plaintiffs and the Class Members agree to release Defendant, and its officers, directors, related entities - - including, but not limited to, R.B. Holt, Inc., Richard Holt, and Holt Equipment Leasing, Inc. - - 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 of the claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the operative complaints, arising during the period April 25, 2013 through December 31, 2018, including all claims regarding failure to pay all wages due including minimum and overtime wages, liquidated damages, statutory and civil penalties, PAGA penalties, interest, attorneys' fees and costs.

17. Furthermore, upon final approval by the Court of the Settlement, 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, through the end of the Class Period, all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, 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.

18. The Released Claims do not extend to any claims that cannot by law be waived, including but not limited to unemployment insurance claims, worker compensations claims, and claims for discrimination and/or violations of the Americans with Disability Act.

19. Released Parties are defined as follows: Greenstone Materials, Inc., R.B. Holt, Inc., Richard Holt, and Holt Equipment Leasing, Inc. and its present and former parent companies, affiliates, divisions, subsidiaries, acquired companies, predecessors, successors and assigns and each of their respective present and former directors, officers, shareholders, owners, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing. "PAGA Letters" means the notices of alleged Labor Code violations that Class Counsel caused to be sent to the LWDA pursuant to the PAGA on behalf of Jose Ochoa, and on behalf of Plaintiff Brandon K. Lacas.

20. Upon entry of Judgement, the named Plaintiffs provide a general release of all known and unknown claims of any type against the Released Parties. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent permitted by law, by Plaintiffs of any and all rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Plaintiffs warrant and represent that they have not assigned, or transferred, to any person or entity any of released claim, or any rights, claims, or causes of action arising out of a released claim. In addition, Plaintiffs shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any breach by Plaintiffs of this warranty and representation, or any breach by Plaintiffs of their release of the released claims.

In consideration of their awarded attorneys' fees and expenses, Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Lawsuit.

E. Preliminary Approval of Settlement

21. Class Counsel shall submit this Agreement to the Court for its preliminary approval in connection with moving the Court to enter a preliminary approval order and to conditionally certify the Class as defined herein for purposes of Settlement only. Plaintiffs' motion shall also include admissible evidence as may be required for the Court to determine that this Settlement is fair, adequate and reasonable, as required by Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court. The motion shall also include a proposed Notice of Class Settlement in the form attached hereto as Exhibit 1. Plaintiffs and Defendant agree that the conditional certification of the Class as defined herein is for settlement purposes only and is in no way an admission by Defendant or any of the other release Parties that the class certification would or was otherwise be proper.

F. Notice and Claim Process.

22. Within twenty (20) calendar days after entry of the order granting Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known home address and telephone number, social security number, as well as the number of workweeks worked for each Class Member during the Class Period. The Settlement Administrator will keep all information contained in the class member list provided by Defendant confidential and will not disclose the list or any information contained therein to Plaintiffs' counsel or anyone else other than representatives of Defendant Greenstone.

23. Prior to the filing of the Consolidated Complaint, certain Class Members executed general releases for claims they may have had against the Defendant. These individuals shall participate in the settlement and will be allocated monies based on the number of weeks worked subsequent to the date of their respective releases.

24. A Notice of Class Action Settlement ("Notice") in the form attached hereto as Exhibit 1, and as approved by the Court, shall be sent by the Settlement Administrator to each Class Member. The notice will be sent by first-class United States mail within twenty (20) calendar days after receiving the Class Member lists from Defendant. The Notice will inform the Class Members of the court-established deadlines for filing objections and the right to request exclusion. The Settlement Administrator shall use the National Change of Address (NCOA Link) to update the class list prior to the initial mailing of the Notice and efforts to locate updated addresses for undeliverable notices should continue throughout the notice period using standard skip-tracing methods to obtain forwarding addresses of Class Members if any Notice Packets are returned as undeliverable.

25. 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 receivedThe 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.

26. At least twenty (20) court days prior to the filing of the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet to counsel for all Parties.

27. Each Class Notice for all California Class Members will list the number of weeks worked during the Covered Time Frame by the Class Member to whom it is sent. To the extent a Class Member disputes the information listed, he/she may produce information and/or evidence to the Settlement Administrator no later than forty-five (45) calendar days after the original mailing of the Notice Packet showing the number of workweeks worked the Class Member contends to have worked in the Covered Position during the Class Period. Defendant's records will be presumed determinative, but counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties cannot agree, the dispute will be submitted to the Settlement Administrator, whose decision as to which information should be applied will be final and binding.

28. 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 order of dismissal 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.

29. In order to object to the settlement, a Class Member must submit his/her objection to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the Notice Packet. Such written objection must state the reason for the objection to the settlement and Class Member's full name, address and telephone number.

30. For Class members who are sent a re–mailed Notice of Class Action Settlement, the deadline for them to submit disputes, Opt Out or submit a Request for Exclusion or to object to the Settlement shall be extended to at least fifteen (15) days after the date of the re-mailing of their Notice of Class Action Settlement.

31. Provided that the Settlement Administrator has provided Defendant with the appropriate wire transfer information and an executed IRS Form W-9, Defendant will provide the Total Settlement Funds to the Settlement Administrator within twenty (20) calendar days after the final approval of the settlement by the Court, or if there are objectors, within five (5) calendar days of receiving final court approval of the Settlement and the expiration of the time to file appeals or the resolution of any appeals filed; whichever is later.

32. Any checks issued by the Class Administrator to Participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, “Voided Settlement Checks”) shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. The parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.

33. The Settlement Administrator will mail or wire all required payments no later than fifteen (15) calendar days after receipt of the funds from Defendant. Required payments include those monies outlined above in paragraphs 2, 3, 5, and 6. Proof of payment will be filed with the court. All dates identified above are subject to the Court’s approval.

G. Duties of the Parties Prior to Final Court Approval.

34. Promptly after execution of this Stipulation of Settlement, Plaintiffs shall move the Court for preliminary approval of this settlement and entry of an order, which motion Defendant will support, accomplishing the following:

(a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members;

(b) approving as to form and content the proposed Notice for Class Members;

(c) directing the mailing of the Notice by first class mail to the Class Members;

(d) preliminarily approving this settlement; and

(e) approving the settlement administrator that counsel may agree upon or the court appoints, and its fees and costs in a fixed amount.

This Stipulation of Settlement shall be submitted in support of the motion for preliminary approval of the settlement.

H. Duties of the Parties in Connection With and Following Final Court Approval.

35. In connection with the hearing on final approval of the settlement provided for in this Stipulation of Settlement, the Parties will submit a proposed final order:

(a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsels' application for an award of attorneys' fees and reimbursement of documented litigation costs, the service payment to the Plaintiffs, the costs of administering the settlement and PAGA payment; and

(c) upon a showing that Defendant has made all payments required by this Stipulation of Settlement, entry of a Judgment shall be made which shall permanently barring all Class Members from prosecuting any Class Members' Released Claims against any of the Class Members' Released Parties.

I. Voiding the Agreement.

36. A failure of the Court to approve any material condition of this Stipulation of Settlement which effects a fundamental change of the Parties' settlement, or any reversal or material modification of any ruling preliminarily or finally approving the settlement on appellate review, shall render the entire Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of any of the Parties. If Settlement fails - - is not approved by the Court, voided, or rescinded, and/or withdrawn - - the costs incurred by the Settlement Administrator will be paid equally between Plaintiffs and Defendant.

J. Parties' Authority.

37. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

K. Mutual Full Cooperation.

38. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

L. No Prior Assignments.

39. The Parties hereto 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 any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

M. No Admission.

40. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Class Members' Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation of Settlement.

N. Notices.

41. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Classes:

Corbett Williams, Esq.
Law Offices of Corbett H. Williams
24422 Avenida De La Carlota,
Suite 370
Laguna Hills, CA 92653
Tel: (949) 679-9909
Email: cwilliams@cwilliamslaw.com

Farzad Rastegar, Esq.
RASTEGAR LAW GROUP
22760 Hawthorne Boulevard, Suite
200
Torrance, CA 90505
Tel.: (310) 961-9600
Email: farzad@rastegarlawgroup.com

To Defendant:

Matthew R. Miller, Esq.
MILLER LAW FIRM
835 Fifth Ave. Suite 301
San Diego, CA 92101
Tel.: (619) 687-0137
Email: matt@mrmlawfirm.com

O. Construction.

41. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any party or his or its counsel participated in the drafting of this Stipulation of Settlement.

P. Captions and Interpretations.

42. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

Q. Modification.

43. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by each of the Parties hereto, and if after preliminary court approval, upon approval of the court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

R. Integration Clause.

44. This Stipulation of Settlement contains the entire agreement between Plaintiffs and the Settlement Class, on the one hand, and Defendant, on the other hand, relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

S. Binding On Assigns.

45. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

T. No Solicitation of Settlement Objections or Exclusions.

46. The Parties agree to use their best efforts to carry out the terms of this settlement. Neither the Parties nor their counsel shall seek to solicit or otherwise encourage Class Members to submit written objections to the settlement or requests for exclusion from the Classes, or encourage Class Members to appeal from the Court's final approval order.

U. Signatures of All Settlement Class Members Unnecessary to be Binding.

47. It is agreed that, because the members of the Settlement Class is numerous, it is impossible or impractical to have each Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Member.

V. Communications Regarding Settlement.

48. Plaintiffs and Class Counsel agree to keep the fact and terms of this Settlement confidential until preliminary approval of the Settlement is sought from the Court, and, thereafter, to the fullest extent possible. Plaintiffs and Class Counsel further agree that at no time should they issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case, and/or the fact, the terms of settlement. As an absolute condition of this agreement, Plaintiffs and Class Counsel should not post or cause to be posted anything on the Internet, or any other electronic forum or publication, disclosing the terms of the Settlement. Plaintiffs and Class Counsel should also not publicize or post anything regarding the fact of the Settlement, except in required submissions to the Court, administrative agencies, or other additional judicial panel.

W. Enforcement Actions.

49. Except as otherwise provided in this Stipulation of Settlement, in the event that one or more of the Parties to this Stipulation of Settlement institutes any legal action, arbitration, or other proceeding against any of the other Parties to enforce the provisions of this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

/ / /

/ / /

/ / /

X. Counterparts.

50. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties and their counsel has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: June __, 2019 ________________________________
JOSE OCHOA

Dated: June __, 2019 ________________________________
BRANDON K. LACAS

Dated: June __, 2019 ________________________________
RICHARD HOLT, for Greenstone Materials, Inc.

APPROVED AS TO FORM AND CONTENT:
Attorneys for Plaintiffs and Class Counsel:

Dated: June __, 2019 LAW OFFICES OF CORBETT H. WILLIAMS

By: ________________________
Corbett H. Williams, Esq

Dated: June __, 2019 RASTEGAR LAW GROUP

By: ________________________
Farzad Rastegar, Esq.

Attorneys for Defendant Greenstone Materials, Inc.

Dated: June __ , 2019 MILLER LAW FIRM

By: ________________________
Matthew R. Miller, Esq.

X. Counterparts.

50. This Stipulation of Settlement may be executed in counterparts, and wl each of the Parties and their counsel has signed and delivered at least one s counterpart, each counterpart shall be deemed an original, and, when taken togel with other signed counterparts, shall constitute one fully-signed Stipulation Settlement, which shall be binding upon and effective as to all Parties.

Dated: June __, 2019

JOSE OCHOA

Dated: June 18, 2019

BRANDON K. LACAS

Dated: June __, 2019

RICHARD HOLT, for Greenstone Materials, Inc.

APPROVED AS TO FORM AND CONTENT:

Attorneys for Plaintiffs and Class Counsel:

Dated: June 19, 2019

LAW OFFICES OF CORBETT H. WILLIAMS

By: ______________________
Corbett H. Williams, Esq

Dated: June __, 2019

RASTEGAR LAW GROUP

By: ______________________
Farzad Rastegar, Esq.

Attorneys for Defendant Greenstone Materials, Inc.

Dated: June __, 2019

MILLER LAW FIRM

By: ______________________
Matthew R. Miller, Esq.

X. Counterparts.

50. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties and their counsel has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: June 20, 2019

____
JOSE OCHOA

Dated: June __, 2019

____
BRANDON K. LACAS

Dated: June __, 2019

____
RICHARD HOLT, for Greenstone Materials, Inc.

APPROVED AS TO FORM AND CONTENT:
Attorneys for Plaintiffs and Class Counsel:

Dated: June __, 2019

LAW OFFICES OF CORBETT H. WILLIAMS

By: ______________________________
Corbett H. Williams, Esq

Dated: June 20, 2019

RASTEGAR LAW GROUP

By: ______________________________
Farzad Rastegar, Esq.

Attorneys for Defendant Greenstone Materials, Inc.

Dated: June __ , 2019

MILLER LAW FIRM

By: ______________________________
Matthew R. Miller, Esq.

X. Counterparts.

50. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties and their counsel has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: June __, 2019

JOSE OCHOA

Dated: June __, 2019

BRANDON K. LACAS

Dated: June 19, 2019

RICHARD HOLT, for Greenstone Materials, Inc.

APPROVED AS TO FORM AND CONTENT:
Attorneys for Plaintiffs and Class Counsel:

Dated: June __, 2019

LAW OFFICES OF CORBETT H. WILLIAMS

By:
Corbett H. Williams, Esq

Dated: June __, 2019

RASTEGAR LAW GROUP

By:
Farzad Rastegar, Esq.

Attorneys for Defendant Greenstone Materials, Inc.

Dated: June 20, 2019

MILLER LAW FIRM

By: *Matthew Miller*
Matthew R. Miller, Esq.