

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Jose Ochoa and Brandon K. 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.

If you were employed by Greenstone Materials, Inc. from April 25, 2013 through December 31, 2018, you are considered a Class Member and the Settlement Summarized Below May Affect Your Rights.

A Court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled Ochoa/Lacas v. Greenstone Materials, Inc., Orange County Superior Court Case No. 30-2016-00875367-CU-OE-CXC, Lead Case and 30-2017-00911572 (the “Civil Action”) resulting in a “Settlement Agreement” between the parties in the Civil Action.

The Purpose of this Notice of Class Action Settlement (the “Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Civil Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action and will result in the entry of judgment in the Civil Action.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT AND THE CLASS.

WHO IS AFFECTED BY THE PROPOSED SETTLEMENT?

The Court conditionally certified a Class for settlement purposes only, which includes each individual who at any time, from April 25, 2013 through December 31, 2018, was employed as an hourly-paid employee for Greenstone Materials, Inc., and who did not execute a release of all claims against Greenstone Materials, Inc.

According to Greenstone Materials, Inc.’s records, you are a Class Member.

WHAT IS THIS CASE ABOUT?

In the Civil Action, Plaintiffs Jose Ochoa and Brandon Lacas (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated, allege that Greenstone Materials, Inc.: (1) Failed to pay provide Meal Periods; (2) Failed to provide Rest Periods; (3) Failed to pay overtime and double overtime compensation; (4) Failed to pay minimum wages; (5) Failed to provide accurate statements and maintain required records; (6) Failed to pay all wages due to discharged or quitting employees; (7) Engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business and Professions Code §§17200 et seq.; and (8) Failed to permit the inspection or Copying of employee records.

Greenstone Materials, Inc. denies all liability in the Civil Action and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Greenstone Materials, Inc. contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith arm’s length negotiations between Plaintiffs and Greenstone Materials, Inc. (collectively the “Parties”), through their attorneys, and is not an admission of liability on the part of Greenstone Materials, Inc. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interest of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Greenstone Materials, Inc.’s defenses.

WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Class Counsel Corbett Williams, Esq. Law Offices of Corbett H. Williams	Defense Counsel Matthew R. Miller, Esq. Carlos Americano, Esq.
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24422 Avenida De La Carlota, Suite 370 Laguna Hills, CA 92653 Tel: (949) 679-9909 Email: cwilliams@chwilliamslaw.com ----- Farzad Rastegar, Esq. Kieran Hartley, Esq. RASTEGAR LAW GROUP 22760 Hawthorne Boulevard, Suite 200 Torrance, CA 90505 Tel.: (310) 961-9600 Email: kieran@rastegarlawgroup.com	MILLER LAW FIRM 835 Fifth Ave., Suite 301 San Diego, CA 92101 Tel.: (619) 687-0137 Email: matt@mrmlawfirm.com
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WHAT ARE THE SETTLEMENT TERMS?

Subject to the Court’s final approval, the Settlement provides, among other things, the following:

Gross Settlement Amount.

Greenstone Materials, Inc. will pay a total of Eighty Seven Thousand Seven Hundred Dollars and Zero Cents (\$87,700.00) (The “Gross Settlement Amount”), which will cover all Settlement Payments to individual Class Members, all attorneys’ fees and expenses (including court costs) to be paid to Class Counsel, any Class Representative Enhancement Award and allocation payment, and settlement administration costs and expenses. In no event shall any portion of the Gross Settlement Amount revert to Greenstone Materials, Inc.’s possession after the Court finally approves the Settlement.

Net Settlement Amount.

The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of: (1) the Enhancement Award to each of the Plaintiffs in an amount up to Three Thousand Dollars and Zero Cents (\$3,000.00) for their services to the Class as Class Representatives and their individual release; (2) the Allocation payment of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Brandon K. Lacas; (3) the Settlement administration costs to the Settlement Administrator, Phoenix Class Action Administration Services, not to exceed \$5,500.00; (4) Class Counsel’s requested attorneys’ fees in an amount up to \$29,234.00; (5) litigation costs incurred by Class Counsel’s up to \$9,000.00; and (6) payment to the Labor and Workforce Development Agency (“LWDA”) of Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,250.00). All of these payments are subject to Court approval.

A Settlement Payment from the Net Settlement Amount will be made to each Class Member who does not timely Opt Out or seek exclusion, as further explained below (“Participating Class Member”). All Settlement Payments must be cashed within One Hundred Eighty (180) Days of issuance or they will become void and be transferred to the State of California.

Settlement Formula and Distribution.

If you are a Class Member and do not opt out as described in this Notice and in the Settlement Agreement, you will be eligible to receive a Settlement Payment based on the number of weeks that you worked during the Class Period.

The Net Settlement Amount will be paid on a pro rata basis based on work-weeks.

Due to mandated payroll tax withholdings applicable to the wage portion of each Settlement Payment, your net Settlement Payment will be less than your calculated gross Settlement Payment. For purposes of tax reporting under the Settlement, Settlement Payments made to participating Class Members will be treated as fifteen (15) percent wages, forty two and one half (42.5) percent interest, and forty two and one half (42.5) percent penalties. Nothing in this Notice or the Settlement is intended to constitute tax advice. You should contact your own tax advisor for such advice.

Phoenix Settlement Administrators, the Settlement Administrator, will review any supporting information and documentation that you provide as well as Greenstone Materials, Inc.’s records, to resolve any disputes regarding the accurate number of weeks worked. Greenstone Materials, Inc.’s calculation of your work weeks will be presumed accurate unless you submit clear and compelling evidence that establishes that a mistake was made by Greenstone Materials, Inc.

WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

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.

Released Parties are defined as follows: Greenstone Materials, 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.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

If you want to remain in the class, participate in the Settlement, and receive a Settlement Payment, you do not have to do anything. **Doing nothing means you agree to the Settlement and will receive the Settlement Payment.** No Settlement Payments will be made unless and until the Court grants final approval of the Settlement.

If you do not opt out of the Settlement within forty-five days (45) of receiving this Notice in accordance with the procedures described herein, you will be bound by all the terms of the Settlement, including the release, as set forth above, that will prevent you from suing Greenstone Materials, Inc. and any other related parties for the released claims as stated above and in the Settlement Agreement.

WHAT AM I ENTITLED TO RECEIVE?

According to Defendant's records, you were employed as a hourly, non-exempt employee of Defendants for a total of [INSERT NO OF WORKWEEKS] workweeks during the time period between April 25, 2013 to December 31, 2018. Based on the foregoing number of workweeks, the Settlement Administrator has preliminarily calculated your total share due under this Settlement to be approximately \$ [REDACTED]. This figure could increase or decrease depending on whether any Class Members opt-out from the Settlement, the total amount of attorney fees and costs approved by the Court, the requested enhancement awarded to Name Plaintiffs, the total amount of settlement administration costs, the required tax withholdings, and the approved penalties to the California Labor and Workforce Development Agency. If you believe the information on the total number of your workweeks is accurate, you do NOT need to take any action at this time and will automatically be sent a Settlement payment.

WHAT IF I BELIEVE THE NUMBER OF WORKWEEKS IS INACCURATE?

If you believe that the information regarding the number of workweeks you worked is inaccurate, then you may mail a written Challenge to Workweeks to the Settlement Administrator by no later than [45 days after mailing]. The written Challenge to Workweeks must: (a) state your name, address, telephone number, and social security number; (b) clearly state that you wish to challenge the number of workweeks you believe you worked for Defendant from April 25, 2013 through December 31, 2018; (c) state the number of workweeks you contend you worked during that period; and (d) include a copy of all documentary evidence, such as pay stubs or other records, that supports your contention. Your written Challenge to Workweeks must be submitted to the Settlement Administrator at:

Settlement Administrator
Ochoa/Lacas v. Greenstone Materials
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax No. (949) 209-2503
Email: info@phoenixclassaction.com

The calculation of your workweeks will be considered accurate unless you submit clear and convincing evidence to the contrary. **You do not have to submit an Objection to the Settlement in order to challenge the number of workweeks.** Submitting a challenge will not affect your right to receive a payment under this Settlement.

TO REQUEST EXCLUSION FROM, OR OPT OUT OF, THE SETTLEMENT AND THE CLASS

You may request to be excluded from the Settlement and Class and not be bound by the Settlement Agreement or receive any Settlement Payment under it. **If you wish to exclude yourself from, or opt-out of, the Settlement and the Class, you must mail and have postmarked to the Settlement Administrator a written Request for Exclusion by no later than [45 days after mailing].** The written Request for Exclusion must: (a) state your name, address, telephone number, and social security number; (b) state “I wish to exclude myself from the settlement reached in *Ochoa/Lacas v. Greenstone Materials*, and I understand that by excluding myself I will not receive any money from this settlement.”; (c) be signed by you or your lawful representative; and (d) be addressed and mailed to the Settlement Administrator, Phoenix Settlement Administrators, at the below address, and postmarked no later than [45 days after mailing]. In cases where this Notice of Class Action Settlement is returned and re-mailed, the deadline to submit an opt-out will be extended by 15 calendar days. Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Your written request for exclusion must be submitted to the Settlement Administrator at:

Settlement Administrator
Ochoa/Lacas v. Greenstone Materials
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax No. (949) 209-2503
Email: info@phoenixclassaction.com

If you mail a completed, timely and signed Request for Exclusion as described above, you will no longer be a member of the Class, and you will not be eligible to receive any of the benefits under the Settlement or be entitled to object to the terms of the Settlement. You also will not be bound by the terms of the Settlement, and you may pursue any claims that you may have, at your own expense, against Greenstone Materials, Inc.

TO OBJECT TO THE SETTLEMENT

If you believe the Settlement is unfair or inadequate in any respect, and you do not request to be excluded from the Settlement and the Class, you may object to the Settlement by submitting a written objection. All objections must be signed and must include your full name, address, telephone number, and the name of the case (*Ochoa/Lacas v. Greenstone Materials*). All objections must be mailed and postmarked to the Settlement Administrator, _____, at the below address no later than [45 days after mailing]. In cases where this Notice of Class Action Settlement is returned and re-mailed, the deadline to submit an objection will be extended by 15 calendar days. **If you object to the settlement and your objection is rejected by the Court, you will still be bound by the settlement.** To exclude yourself from the settlement, you must submit a Request for Exclusion.

Settlement Administrator
Ochoa/Lacas v. Greenstone Materials
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax No. (949) 209-2503
Email: info@phoenixclassaction.com

If you submit an objection, you may appear at the Final Fairness and Approval Hearing (discussed below). Your objection should clearly explain why you object to the Settlement and state whether you (or someone on your behalf) intends to appear at the Final Fairness and Approval Hearing.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLETING A WRITTEN CHALLENGE, OPT-OUT, OR OBJECTION, PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT 1-800-523-5773.

WHAT IF I DO NOTHING?

If you do nothing, and the Court grants final approval of the Settlement, you will receive a Settlement Payment, you will be bound by the terms of the Settlement and you will be barred from suing Greenstone Materials, Inc. and other Release Parties on the Released Claims.

WHAT ARE THE NEXT STEPS IN THE APPROVAL OF THE PROPOSED SETTLEMENT?

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the claims process, the Enhancement Award to the Class Representative, and all other aspects of the Settlement, will be held on _____, 2019, at _____ in Department CX 102 of the Orange County Superior Court located at 751 West Santa Ana Blvd. Santa Ana, CA 92701. The Final Fairness and Approval Hearing may be moved or continued without further notice. It is not necessary for you to appear at this hearing.

Any Class Member who does not object in the manner provided shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the claims process, the Enhancement Award to the Class Representatives, and any other aspect of the Settlement.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the Civil Action, the Settlement and related matters. For more information, you may inspect the Court files located in the Clerk's office at 751 West Santa Ana Blvd. Santa Ana, CA 92701 from 9:00 a.m. to 4:00 p.m., Monday through Friday (excluding holidays). Electronic court files may be accessed through the Court's website located at <https://ocapps.occourts.org/civilwebShoppingNS/Login.do?jsessionid=4436FD223CB56680CD9220FCF303ED13>. Once there, you must enter the case number, "00875367" and the year the case was filed, "2016." Next, click on "Register of Actions" and select the documents you would like to access.

If your address changes please promptly notify the Settlement Administrator.

PLEASE CONTACT CLASS COUNSEL, NOT THE COURT, IF YOU HAVE QUESTIONS ABOUT THIS NOTICE.

REQUEST FOR EXCLUSION FROM CLASS ACTION

Jose Ochoa and Brandon K. 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.

PLEASE READ CAREFULLY

THIS FORM MUST BE POSTMARKED ON OR BEFORE [DATE] ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THIS SETTLEMENT. THIS EXCLUSION FORM MUST BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING ADDRESS:

Ochoa, et al. v. Greenstone Materials, Inc.

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, California 92863

Toll-Free Number: 800-523-5773

DO NOT SUBMIT THIS EXCLUSION FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT.
DO NOT FILE THIS EXCLUSION FORM WITH THE COURT.

I do not wish to participate in this class action and choose to exclude myself from this settlement. I understand that by excluding myself, I will be unable to receive any benefits under the Settlement.

Signature

Date

Print Name

List Any Former Name(s) Used While Employed by Defendant

Last four (4) Digits of Your Social Security Number

Address

City, State, Zip Code

Telephone Number