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10 *Class Counsel and Counsel for Class Representative*  
*the Police Retirement System of St. Louis*

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14

15 THE POLICE RETIREMENT SYSTEM OF  
16 ST. LOUIS,

17 Plaintiff,

18 vs.

19 GRANITE CONSTRUCTION  
20 INCORPORATED, et al.,

21 Defendants.

Case No. 3:19-cv-04744-WHA

CLASS ACTION  
STIPULATION OF SETTLEMENT

Judge: Hon. William Alsup

1 This Stipulation of Settlement dated April 29, 2021 (the “Stipulation”), is made and entered  
2 into by and among: (1) Class Representative The Police Retirement System of St. Louis (“Class  
3 Representative” or “St. Louis”), on behalf of itself and each of the Class Members (as defined  
4 herein), by and through its counsel Bleichmar, Fonti & Auld LLP (“Class Counsel”); and  
5 (2) Defendants Granite Construction Incorporated (“Granite” or the “Company”), James H. Roberts,  
6 Jigisha Desai, and Laurel Krzeminski (collectively, “Defendants”), by and through their respective  
7 counsel of record in this securities class action. The Stipulation is intended to fully, finally, and  
8 forever resolve, discharge, and settle the Released Claims (as defined herein) as against all Released  
9 Defendants (as defined herein), subject to the approval of the Court and the terms and conditions set  
10 forth in this Stipulation.

11 **I. THE LITIGATION**

12 This is securities class action (the “Litigation”) brought by Class Representative individually  
13 and on behalf of all persons or entities who purchased or otherwise acquired Granite common stock  
14 from February 17, 2017 through October 24, 2019, inclusive (the “Class Period”). See ECF No.  
15 159 (defining class period). The initial complaint in the Litigation was filed on August 13, 2019, in  
16 the United States District Court for the Northern District of California (the “Court”). On November  
17 26, 2019, the Court appointed St. Louis as lead plaintiff. ECF No. 55. On January 16, 2020, the  
18 Court entered an order approving of St. Louis’s proposed counsel, Bleichmar, Fonti & Auld LLP,  
19 and appointing that firm as lead counsel. ECF No. 63.

20 Class Representative filed the Amended Class Action Complaint for Violations of the  
21 Federal Securities Laws (“Amended Complaint”) on February 20, 2020. ECF No. 69. The  
22 Amended Complaint alleged violations of §10(b) of the Securities Exchange Act of 1934 (the  
23 “Exchange Act”) by Defendants, and §20(a) of the Exchange Act by Mr. Roberts, Ms. Desai, and  
24 Ms. Krzeminski. Class Representative alleged that Defendants made materially false and  
25 misleading statements and/or failed to disclose adverse information regarding Granite’s business,  
26 operations, and prospects, including, among other things, that Granite reported revenue and earnings  
27 during the Class Period that were misleading as a result of an alleged failure to accurately account  
28 for revenue and costs in connection with certain construction projects. Defendants have consistently

1 denied these allegations and any wrongdoing. On May 20, 2020, the Court granted in part and  
2 denied in part Defendants' motion to dismiss the Amended Complaint. ECF No. 98. Defendants  
3 filed their answer on June 3, 2020, which denied all claims alleged in the Amended Complaint and  
4 asserted multiple defenses thereto. ECF No. 101.

5 Class Representative and Defendants then engaged in extensive discovery. Class  
6 Representative requested documents from Defendants, Granite's auditors, certain construction joint  
7 ventures, and other third parties, resulting in the production of nearly two million pages of  
8 documents. The parties engaged in several discovery disputes and countless meet-and-confer  
9 conferences. They litigated before the Court a discovery dispute involving privilege relating to  
10 Granite's Audit Committee Investigation. Class Representative deposed three current or former  
11 Granite employees, including one 30(b)(6) deposition on seven noticed topics, and, at the time this  
12 settlement was reached, was preparing for 12 additional fact witness depositions and a further  
13 30(b)(6) deposition. Class Representative had also served written discovery.

14 On November 25, 2020, two months ahead of the Court-ordered deadline, Class  
15 Representative filed a motion to certify the original class alleged in the Amended Complaint. ECF  
16 No. 117. The Court held a hearing on the motion and entered an order certifying the proposed class  
17 and appointing St. Louis as Class Representative and Bleichmar, Fonti & Auld LLP as counsel to  
18 the Class Representative and Class on January 21, 2021. ECF No. 127. On March 27, 2021, the  
19 Court entered an order approving a request to expand the original class period to cover the Class  
20 Period, thereby expanding the Class to all persons or entities who purchased or otherwise acquired  
21 Granite common stock from February 17, 2017 through October 24, 2019, inclusive. ECF No. 159.  
22 On March 10, 2020, St. Louis filed a motion for partial summary judgment. ECF No. 138.

23 In March and April 2021, the parties engaged in three settlement conferences before Chief  
24 Magistrate Judge Joseph C. Spero. The first settlement conference was held on March 11, 2021  
25 pursuant to order of the Court. ECF No. 140. Prior to that settlement conference, the parties  
26 exchanged settlement conference statements with exhibits and submitted confidential settlement  
27 conference statements to Judge Spero. A second settlement conference was held on March 24, 2021,  
28 and a third settlement conference was held on April 8, 2021. ECF Nos. 152, 168. The parties also

1 met several times with Judge Spero individually in advance of each of the settlement conferences to  
2 further the mediation process. Over the course of the three settlement conferences totaling 20 hours,  
3 the parties engaged in arms-length negotiations under the supervision of Judge Spero. At the  
4 conclusion of the April 8 settlement conference, the parties accepted Judge Spero's mediator's  
5 recommendation to settle the case, reaching a settlement in principle on the terms set forth herein,  
6 subject to the approval of the Court.

7 **II. CLASS REPRESENTATIVE'S CLAIMS AND THE BENEFITS OF SETTLEMENT**

8 Class Representative believes that the claims asserted in the Litigation have merit and that  
9 the evidence developed to date supports the claims. However, Class Representative and its counsel  
10 recognize and acknowledge the expense and length of continued proceedings necessary to prosecute  
11 the Litigation against Defendants through trial and through appeals. Class Representative and its  
12 counsel also have taken into account the uncertain outcome and the risk of any litigation, especially  
13 in complex actions such as this Litigation, as well as the difficulties and delays inherent in such  
14 litigation. Class Representative and its counsel believe that the settlement set forth in this  
15 Stipulation confers substantial benefits upon the Class. Based on their evaluation, Class  
16 Representative and its counsel have determined that the settlement set forth in this Stipulation is in  
17 the best interests of Class Representative and the Class.

18 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

19 Defendants expressly have denied and continue to deny all charges of wrongdoing or liability  
20 against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could  
21 have been alleged, by Class Representative and the Class. Defendants also have denied and continue  
22 to deny, among other things, the allegations that the price of Granite common stock was artificially  
23 inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that any member  
24 of the Class suffered damage, or was otherwise harmed by the conduct alleged in the Litigation.  
25 Defendants have asserted and continue to assert that Defendants' statements to investors, potential  
26 investors, and market participants contained no material misstatements or omissions. Defendants  
27 have asserted and continue to assert that, at all times, they acted in good faith and in a manner  
28 reasonably believed to be in accordance with all applicable rules, regulations and laws. Defendants

1 believe that the evidence developed to date supports their position that they acted properly at all  
2 times and that the Litigation is without merit. In addition, Defendants maintain that they have  
3 meritorious defenses to all claims alleged in the Litigation.

4 Defendants, however, have concluded that further conduct of the Litigation could be  
5 protracted and expensive. Defendants also have taken into account the uncertainty and risks inherent  
6 in any litigation, especially in complex cases such as this Litigation. Defendants have, therefore,  
7 determined that it is desirable and beneficial to them that the Litigation be fully and finally settled  
8 in the manner and upon the terms and conditions set forth in this Stipulation.

#### 9 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

10 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Class  
11 Representative (for itself and the Class Members) and Defendants, by and through their respective  
12 counsel of record, that, subject to the approval of the Court, the Litigation and the Released Claims  
13 shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed  
14 with prejudice, as to all Settling Parties and their Related Parties, upon and subject to the terms and  
15 conditions of the Stipulation, as follows.

##### 16 **1. Definitions**

17 As used in this Stipulation the following terms have the meanings specified below:

18 1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been  
19 allowed pursuant to the terms of this Stipulation.

20 1.2 “Claims Administrator” means the firm of Epiq Class Action and Claims Solutions,  
21 Inc.

22 1.3 “Class” means all Persons and entities who purchased or otherwise acquired Granite  
23 common stock during the period from February 17, 2017 through October 24, 2019, inclusive, and  
24 were damaged thereby. Excluded from the proposed class are (i) Defendants and any affiliates or  
25 subsidiaries thereof, (ii) present and former officers and directors of Granite and its subsidiaries or  
26 affiliates, and their immediate family members (as defined in Item 404 of SEC Regulation S-K, 17  
27 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (iii) Defendants’ liability insurance carriers,  
28 and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant has or has had a

1 controlling interest; (v) Granite’s employee retirement and benefits plan(s); and (vi) the legal  
2 representatives, heirs, estates, agents, successors, or assigns of any person or entity described in the  
3 preceding five categories. Also excluded from the Class are those Persons who timely and validly  
4 request exclusion from the Class.

5 1.4 “Class Counsel” means Bleichmar, Fonti & Auld LLP.

6 1.5 “Class Member” or “Member of the Class” mean a Person who falls within the  
7 definition of the Class as set forth in ¶1.3 above.

8 1.6 “Class Period” means the period from February 17, 2017 through October 24, 2019,  
9 inclusive.

10 1.7 “Class Representative” means The Police Retirement System of St. Louis.

11 1.8 “Class Representative’s Counsel” means any counsel who have appeared in the  
12 Litigation on behalf of Class Representative or the Class, including Class Counsel.

13 1.9 “Defendants” means Granite, James H. Roberts, Jigisha Desai, and Laurel  
14 Krzeminski.

15 1.10 “Effective Date,” or the date upon which this settlement becomes “effective,” means  
16 the date by which all of the events and conditions specified in ¶7.1 of this Stipulation have been met  
17 and have occurred.

18 1.11 “Escrow Account” means the segregated and separate escrow account designated  
19 and controlled by Class Counsel at Esquire Bank into which the Settlement Amount will be  
20 deposited for the benefit of the Class.

21 1.12 “Escrow Agent” means Esquire Bank, National Association (“Esquire Bank”).

22 1.13 “Final” means when the last of the following with respect to the Judgment approving  
23 this Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (a) the expiration  
24 of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure  
25 59 without any such motion having been filed; (b) the time in which to appeal the Judgment has  
26 passed without any appeal having been taken; and (c) if a motion to alter or amend is filed or if an  
27 appeal is taken, immediately after the determination of that motion or appeal so that it is no longer  
28 subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a

1 court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner  
2 as to permit the consummation of the settlement substantially in accordance with the terms and  
3 conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition  
4 for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of  
5 this settlement, but shall not include any appeal which concerns only the issue of any Class  
6 Representative’s Counsel’s attorneys’ fees and expenses, the Plan of Allocation of the Net  
7 Settlement Fund, as hereinafter defined, or the procedures for determining Authorized Claimants’  
8 recognized claims.

9 1.14 “Granite” means Granite Construction Incorporated.

10 1.15 “Judgment” means the Judgment to be rendered by the Court, substantially in the  
11 form attached hereto as Exhibit B.

12 1.16 “Litigation” means the action captioned *Police Retirement System of St. Louis v.*  
13 *Granite Construction Incorporated, et al.*, No. 3:19-cv-04744-WHA (N.D. Cal.).

14 1.17 “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees and  
15 expenses provided for herein or approved by the Court and less Notice and Administration  
16 Expenses, Taxes and Tax Expenses, and other Court-approved deductions.

17 1.18 “Notice” means the Notice of Proposed Settlement of Class Action, which, subject  
18 to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

19 1.19 “Notice and Administration Expenses” means reasonable costs and expenses  
20 incurred in connection with providing notice to the Class, locating Class Members, soliciting claims,  
21 assisting with the submission of claims, processing Proof of Claim and Release forms, administering  
22 and distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs,  
23 if any.

24 1.20 “Person” means an individual, corporation, limited liability corporation, professional  
25 corporation, partnership, limited partnership, limited liability partnership, association, joint stock  
26 company, joint venture, estate, legal representative, trust, unincorporated association, government  
27 or any political subdivision or agency thereof, and any business or legal entity and their spouses,  
28 heirs, predecessors, successors, representatives, or assigns.

1           1.21   “Plan of Allocation” means a plan or formula of allocation of the Net Settlement  
2 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of  
3 Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have  
4 any responsibility or liability with respect thereto. Any order or proceeding relating to the Plan of  
5 Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the  
6 Judgment.

7           1.22   “Preliminary Approval Order” means the Order Preliminarily Approving Settlement  
8 and Providing for Notice as approved by the Court, substantially in the form attached hereto as  
9 Exhibit A.

10          1.23   “Proof of Claim and Release” means a Proof of Claim and Release, which, subject  
11 to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

12          1.24   “Related Parties” means, as applicable, each of a person or entity’s respective present  
13 and former parents, subsidiaries, divisions, joint ventures, affiliates, and each of their respective  
14 present and former employees, members, partners, principals, agents, officers, directors, controlling  
15 shareholders, attorneys, advisors, accountants, auditors, financial or investment advisors or  
16 consultants, banks or investment bankers, personal or legal representatives, insurers, coinsurers,  
17 reinsurers, related or affiliated entities, predecessors, successors, spouses, estates, heirs, executors,  
18 trusts, trustees, administrators, agents, representatives, and assigns, in their capacity as such, and  
19 any entity in which the person or entity has a controlling interest.

20          1.25   “Released Claims” means any and all claims, rights, causes of action, liabilities,  
21 actions, suits, damages, or demands (including Unknown Claims as defined in ¶1.34 herein) of any  
22 kind whatsoever, that the Class Representative or any Class Member has that relate in any way to  
23 the purchase, acquisition, holding, sale, or disposition of Granite common stock by Class Members  
24 during the period between February 17, 2017 and October 24, 2019, inclusive, and either: (a) arise  
25 out of or are based upon or related to the facts alleged or the claims or allegations set forth in the  
26 Litigation; or (b) relate in any way to any alleged violation of the Securities Act of 1933, the  
27 Securities Exchange Act of 1934, or any other state, federal or foreign jurisdiction’s securities or  
28 other laws, any alleged misstatement, omission or disclosure (including in financial statements) or

1 other alleged securities-related wrongdoing or misconduct by the Released Defendants. Without  
2 limiting the foregoing, “Released Claims” includes all claims against the Released Defendants  
3 alleged in *Nasseri v. Granite Construction, Inc., et al.*, Superior Court of the State of California,  
4 Santa Cruz County Case No. 19CV03208. “Released Claims” does not include shareholder  
5 derivative claims against the Released Defendants alleged in *English v. Roberts, et al.*, No. 5:20-  
6 cv-03116-WHA (N.D. Cal.). Notwithstanding the foregoing, “Released Claims” does not include  
7 claims relating to the enforcement of the Settlement.

8 1.26 “Released Defendants” means each and all of the Defendants and each of their  
9 Related Parties.

10 1.27 “Releasing Defendants’ Claims” means all claims and causes of action of every  
11 nature and description, whether known or unknown (including Unknown Claims as defined in ¶ 1.34  
12 herein), whether arising under federal, state, common or foreign law, that arise out of or relate in  
13 any way to the institution, prosecution or settlement of the Litigation or the Released Claims against  
14 the Released Defendants. Notwithstanding the foregoing, “Releasing Defendants’ Claims” does not  
15 include claims relating to the enforcement of the Settlement.

16 1.28 “Settlement Amount” means One-Hundred-and-Twenty-Nine Million Dollars  
17 (\$129,000,000.00) in cash to be paid to the Escrow Agent by wire transfer or check (or as otherwise  
18 agreed by Class Representative and Granite) pursuant to ¶2.1 of this Stipulation.

19 1.29 “Settlement Fund” means the Settlement Amount plus all interest and accretions  
20 thereto and which may be reduced by payments or deductions as provided herein or by Court order.

21 1.30 “Settlement Hearing” means the hearing to be held by the Court to determine whether  
22 the proposed settlement is fair, reasonable, and adequate and should be approved.

23 1.31 “Settling Parties” means, collectively, Defendants, Class Representative, and the  
24 Class.

25 1.32 “Summary Notice” means the Summary Notice for publication, which, subject to  
26 approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

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1           1.33    “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and  
2 other charges of any kind (together with any and all interest, penalties, additions to tax and additional  
3 amounts imposed with respect thereto) imposed by any governmental authority.

4           1.34    “Unknown Claims” means (i) any Released Claims which Class Representative or  
5 Class Members do not know or suspect to exist in his, her or its favor at the time of the release of  
6 the Released Defendants which, if known by him, her or it, might have affected his, her or its  
7 settlement with and release of the Released Defendants, or might have affected his, her or its  
8 decision not to object to this settlement or seek exclusion from the Class, and (ii) any Releasing  
9 Defendants’ Claims that Released Defendants do not know or suspect to exist in his, her or its favor  
10 at the time of the release, which, if known by him, her or it, might have affected his, her or its  
11 settlement with and release of the Class Representative and Class Members. With respect to any  
12 and all Released Claims and Releasing Defendants’ Claims, the Settling Parties stipulate and agree  
13 that, upon the Effective Date, Class Representative shall expressly waive, and each of the Class  
14 Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived,  
15 the provisions, rights, and benefits of California Civil Code §1542 and any law of any state or  
16 territory of the United States, or principle of common law, which is similar, comparable, or  
17 equivalent to California Civil Code §1542, which provides:

18                   **A general release does not extend to claims that the creditor or releasing**  
19                   **party does not know or suspect to exist in his or her favor at the time of**  
20                   **executing the release, which if known by him or her would have materially**  
21                   **affected his or her settlement with the debtor or released party.**

22 Class Representative and Class Members may hereafter discover facts in addition to or different  
23 from those which he, she or it now knows or believes to be true with respect to the subject matter  
24 of the Released Claims, but Class Representative shall expressly settle and release and each Class  
25 Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall  
26 have, fully, finally, and forever settled and released any and all Released Claims, known or  
27 unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed,  
28 matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have  
existed, upon any theory of law or equity now existing or coming into existence in the future,

1 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a  
2 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such  
3 different or additional facts. Class Representative acknowledges, and the Class Members shall be  
4 deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was  
5 separately bargained for and a key element of the settlement of which this release is a part.

6 **2. The Settlement**

7 **a. The Settlement Amount**

8 2.1 Within twenty (20) days after the entry of an order granting preliminary settlement  
9 approval, the Settlement Amount shall be paid by Granite and Defendants' director and officer  
10 liability insurers ("D&O Insurers"), on behalf of Defendants, in accordance with such allocation of  
11 payment, as between Granite and the D&O Insurers, as Granite and the D&O Insurers alone  
12 determine, into an account intended to constitute a "qualified settlement fund" ("Qualified  
13 Settlement Fund" or "QSF") within the meaning of Treas. Reg. § 1.468B-1. Granite's and the D&O  
14 Insurers' obligations to fund the Settlement Amount shall be several and not joint. The Settlement  
15 Amount may be paid by wire transfer, by delivering to the Escrow Agent a check payable to the  
16 Settlement Fund, or in any other manner agreed upon by Class Representative and Granite. At least  
17 10 days before the preliminary approval hearing, Class Counsel will furnish to Granite adequate  
18 payment instructions consisting of wire transfer instructions, instructions for payment by check, and  
19 a completed IRS Form W-9 for the Settlement Fund, including an address and tax ID number.  
20 Notwithstanding the foregoing, if Class Counsel has not provided Granite at least 10 days before  
21 the preliminary approval hearing (i) written instructions for payment of the Settlement Amount by  
22 check or wire into the Escrow Account, and (ii) IRS Form W-9 for the Escrow Account, the time  
23 limit for payment of the Settlement Amount shall be the later of (i) 30 days after Class Counsel  
24 provides written instructions for payment of the Settlement Amount by check or wire into the  
25 Escrow Account and IRS Form W-9 for the Escrow Account, or (ii) 20 days after the entry of an  
26 order granting preliminary settlement approval.

27 2.2 If the entire Settlement Amount is not timely paid to the Escrow Agent, Class  
28 Representative may terminate the settlement but only if (a) Class Counsel has notified Defendants'

1 counsel in writing of Class Counsel’s intention to terminate the settlement, and (b) the entire  
2 Settlement Amount is not transferred to the Escrow Agent within ten (10) calendar days after Class  
3 Counsel has provided such written notice. Failure by Class Counsel to timely furnish adequate  
4 payment instructions to Granite pursuant to ¶2.1 shall not be a basis for termination under this  
5 section.

6           2.3     The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in  
7 a segregated Escrow Account maintained by the Escrow Agent.

8           2.4     Other than the obligation of Granite or its D&O Insurers to cause the payment of the  
9 Settlement Amount pursuant to ¶2.1, the Released Defendants shall have no obligation to make any  
10 payments into the Escrow Account or to any Class Member or Class Counsel pursuant to this  
11 Stipulation.

12                   **b.     The Escrow Agent**

13           2.5     The Escrow Agent, with Class Counsel’s prior written consent, shall invest the  
14 Settlement Amount deposited pursuant to ¶2.1 hereof in United States Agency or Treasury  
15 Securities or other instruments backed by the Full Faith & Credit of the United States Government  
16 or an Agency thereof, or fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or  
17 the United States Government or an Agency thereof, and shall reinvest the proceeds of these  
18 instruments as they mature in other such instruments at their then-current market rates. All risks  
19 related to the investment of the Settlement Fund in accordance with the investment guidelines set  
20 forth in this paragraph shall be borne by the Settlement Fund and the Released Defendants shall  
21 have no responsibility for, interest in, or liability whatsoever with respect to investment decisions  
22 or the actions of the Escrow Agent or Class Counsel, or any transactions executed by the Escrow  
23 Agent or Class Counsel.

24           2.6     Except as provided in the Stipulation, by an order of the Court, or with the written  
25 agreement of counsel for Defendants, the Settlement Fund shall remain in the Escrow Account.

26           2.7     Subject to further order(s) and/or directions as may be made by the Court, or as  
27 provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are  
28 consistent with the terms of this Stipulation. The Released Defendants shall have no responsibility

1 for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any  
2 transaction executed by the Escrow Agent.

3           2.8     All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*  
4 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such  
5 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

6           2.9     The settlement is not a claims-made settlement. Upon the occurrence of the Effective  
7 Date, no Defendant, or any other person or entity who or which paid any portion of the Settlement  
8 Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any  
9 reason whatsoever (including, without limitation, the number of Proof of Claim and Release forms  
10 submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of  
11 recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement  
12 Fund), except as set forth in ¶7.8 below.

13           2.10    Prior to the Effective Date and without further order of the Court, up to \$500,000.00  
14 of the Settlement Fund may be used by Class Counsel to pay reasonable Notice and Administration  
15 Expenses actually incurred.

16           2.11    It shall be Class Counsel's sole responsibility to disseminate the Notice and  
17 Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court. Class  
18 Members shall have no recourse as to the Released Defendants with respect to any claims they may  
19 have that arise from any failure of the notice process.

20                   **c.     Taxes**

21           2.12    (a)     To the fullest extent allowed under applicable law, the Qualified Settlement  
22 Fund shall be treated as being at all times a "qualified settlement fund" within the meaning of Treas.  
23 Reg. §1.468B-1 *et seq.* In addition, Class Counsel shall timely make such elections as necessary or  
24 advisable to carry out the provisions of this ¶2.12, including the "relation-back election" (as defined  
25 in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in  
26 compliance with the procedures and requirements contained in such regulations. It shall be the  
27 responsibility of Class Counsel to timely and properly prepare and deliver the necessary  
28

1 documentation for signature by all necessary parties, and thereafter to cause the appropriate filing  
2 to occur.

3 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as  
4 amended, and the regulations promulgated thereunder, the “administrator” shall be Class Counsel.  
5 Class Counsel shall timely and properly file all informational and other tax returns necessary or  
6 advisable with respect to the Settlement Fund (including, without limitation, the returns described  
7 in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.12(a) hereof)  
8 shall be consistent with this ¶2.12 and in all events shall reflect that all Taxes (including any  
9 estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid  
10 out of the Settlement Fund as provided in ¶2.12(c) hereof.

11 (c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising  
12 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments  
13 that may be imposed upon the Released Defendants or their counsel with respect to any income  
14 earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as  
15 a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs  
16 incurred in connection with the operation and implementation of this ¶2.12 (including, without  
17 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and  
18 expenses relating to filing (or failing to file) the returns described in this ¶2.12) (“Tax Expenses”),  
19 shall be paid out of the Settlement Fund; in all events the Released Defendants and their counsel  
20 shall have no liability or responsibility for the Taxes or the Tax Expenses. Class Counsel, through  
21 the Settlement Fund, shall indemnify and hold each of the Released Defendants and their counsel  
22 harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of  
23 any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to  
24 be, a cost of administration of the Settlement Fund and shall be timely caused to be paid by Class  
25 Counsel out of the Settlement Fund without prior order from the Court and Class Counsel shall be  
26 authorized (notwithstanding anything herein to the contrary) to withhold from distribution to  
27 Authorized Claimants any funds necessary to pay such amounts, including the establishment of  
28 adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to

1 be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Defendants nor their counsel  
2 are responsible nor shall they have any liability for any Taxes or Tax Expenses. The parties hereto  
3 agree to cooperate with Class Counsel, each other, and their tax attorneys and accountants to the  
4 extent reasonably necessary to carry out the provisions of this ¶2.12.

5 **d. Termination of Settlement**

6 2.13 In the event that the Stipulation is not approved or the Stipulation is terminated,  
7 canceled, or fails to become effective for any reason, the Settlement Fund (including accrued  
8 interest), less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or due  
9 and owing in connection with the settlement provided for herein, shall be refunded pursuant to  
10 written instructions from counsel for Granite in accordance with ¶7.5 herein.

11 **3. Preliminary Approval Order and Settlement Hearing**

12 3.1 Promptly, but no later than 14 days after execution of the Stipulation, Class Counsel  
13 shall submit this Stipulation together with its Exhibits to the Court and shall apply for entry of the  
14 Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting, inter  
15 alia, the preliminary approval of the settlement set forth in the Stipulation, and approval for the  
16 mailing of the settlement Notice, approval of the form and content of the Proof of Claim and Release,  
17 and publication of the Summary Notice, substantially in the forms of Exhibits A-1, A-2, and A-3  
18 attached hereto. The Notice shall include the general terms of the settlement set forth in the  
19 Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application,  
20 as defined in ¶6.1 hereof, and the date of the Settlement Hearing. Granite shall be responsible for  
21 compliance with any Class Action Fairness Act notice requirements and shall take reasonable best  
22 efforts to comply with such notice requirements so as to not cause unnecessary delay in the  
23 scheduling of a final settlement approval hearing to occur within 90 days of entry of the preliminary  
24 approval order.

25 3.2 Class Counsel shall request that after notice is given, the Court hold the Settlement  
26 Hearing and approve the settlement of the Litigation as set forth herein. At or after the Settlement  
27 Hearing, Class Counsel also will request that the Court approve the proposed Plan of Allocation and  
28 the Fee and Expense Application.

1           **4. Releases**

2           4.1     Upon the Effective Date, as defined in ¶1.10 hereof, Class Representative shall, and  
3 all Class Members and anyone claiming through or on behalf of any of them shall be deemed to  
4 have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished,  
5 and discharged all Released Claims against the Released Defendants, whether or not such Class  
6 Member executes and delivers the Proof of Claim and Release, whether or not such Class Member  
7 shares in the Settlement Fund, and whether or not such Class Member objects to the settlement.  
8 Claims to enforce the terms of this Stipulation are not released.

9           4.2     The Proof of Claim and Release to be executed by Class Members shall release all  
10 Released Claims against the Released Defendants and shall be substantially in the form contained  
11 in Exhibit A-2 attached hereto.

12           4.3     Upon the Effective Date, as defined in ¶1.10 hereof, all Class Members and anyone  
13 claiming through or on behalf of any of them, will be forever barred and enjoined from commencing,  
14 instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of  
15 law or equity, arbitration tribunal, or administrative forum, asserting any and all Released Claims  
16 against any of the Released Defendants.

17           4.4     Upon the Effective Date, as defined in ¶1.10 hereof, the Released Defendants shall  
18 fully, finally, and forever release, relinquish, and discharge all of Releasing Defendants' Claims,  
19 against the Class Representative, Class Members, and Class Representative's Counsel, whether  
20 arising under federal, state, common or foreign law. Upon the Effective Date, Released Defendants  
21 will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to  
22 prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or  
23 administrative forum, asserting the Releasing Defendants' Claims against any of the Class  
24 Representative, Class Members, and Class Representative's Counsel. Released Defendants are  
25 aware of California Civil Code § 1542 and expressly waive and relinquish any rights or benefits  
26 available to them under this statute and any law of any state or territory of the United States, or  
27 principle of common law, which is similar, comparable, or equivalent to California Civil Code  
28 § 1542.

1           **5. Administration and Calculation of Claims, Final Awards and Supervision and**  
2           **Distribution of the Settlement Fund**

3           5.1 The Claims Administrator, subject to such supervision and direction of the Court as  
4 may be necessary or as circumstances may require, shall administer and calculate the claims  
5 submitted by Class Members and shall oversee distribution of the Net Settlement Fund to  
6 Authorized Claimants.

7           5.2 The Settlement Fund shall be applied as follows:

- 8                   (a) to pay all Notice and Administration Expenses;
- 9                   (b) to pay the Taxes and Tax Expenses described in ¶2.12 hereof;
- 10                   (c) to pay attorneys' fees and expenses of Class Representative's Counsel (the  
11 "Fee and Expense Award"), if and to the extent allowed by the Court; and
- 12                   (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized  
13 Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

14           5.3 After the Effective Date, and in accordance with the terms of the Stipulation, the Plan  
15 of Allocation, or such further approval and further order(s) of the Court as may be necessary or as  
16 circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants,  
17 subject to and in accordance with the following.

18           5.4 Within ninety (90) days after the mailing of the Notice or such other time as may be  
19 set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit to  
20 the Claims Administrator a completed Proof of Claim and Release, substantially in the form of  
21 Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as  
22 are specified in the Proof of Claim and Release.

23           5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely  
24 submit a valid Proof of Claim and Release within such period, or such other period as may be  
25 ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments  
26 pursuant to the Stipulation and the settlement set forth herein, but will in all other respects be subject  
27 to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment.  
28 Notwithstanding the foregoing, Class Counsel shall have the discretion (but not an obligation) to

1 accept late-submitted claims for processing by the Claims Administrator so long as the distribution  
2 of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. Class  
3 Counsel shall also have the right, but not the obligation, to advise the Claims Administrator to waive  
4 what Class Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim  
5 and Release submitted.

6           5.6     Proofs of Claim and Release that do not meet the submission requirements may be  
7 rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims  
8 Administrator shall communicate with the claimant in writing to give the claimant the chance to  
9 remedy any curable deficiencies in the Proof of Claim and Release submitted. The Claims  
10 Administrator, under such supervision of Class Counsel, as necessary, shall notify, in a timely  
11 fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in  
12 whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such  
13 notice that the claimant whose claim is to be rejected has the right to a review by the Court if the  
14 claimant so desires and complies with the requirements of ¶5.7 below.

15           5.7     If any claimant whose timely claim has been rejected in whole or in part for curable  
16 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days  
17 after the date of mailing of the notice required in ¶5.6 above, or a lesser period of time if the claim  
18 was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the  
19 claimant's grounds for contesting the rejection along with any supporting documentation, and  
20 requesting a review thereof by the Court.

21           5.8     The Net Settlement Fund shall be distributed to the Authorized Claimants  
22 substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the  
23 Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of  
24 time after the date of the initial distribution of the Net Settlement Fund, Class Counsel shall, if  
25 feasible, reallocate (which reallocation may occur on multiple occasions) such balance among  
26 Authorized Claimants in an equitable and economic fashion. Thereafter, any balance below \$5,000  
27 which still remains in the Net Settlement Fund shall be donated to Community Housing Partnership,  
28 a nonprofit organization in San Francisco, California, that provides housing, job training and other

1 services or to another 501(c)(3) non-profit organization unaffiliated with Class Counsel and  
2 approved by the Court.

3       5.9     The Defendants and their Related Parties shall have no responsibility for, interest in,  
4 or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, the  
5 Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in  
6 connection with the administration of the settlement or otherwise; (ii) the management, investment,  
7 or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,  
8 administration, or calculation of claims to be paid from the Settlement Fund; or (v) the payment or  
9 withholding of Taxes or Tax Expenses, or any expenses or losses incurred in connection therewith.  
10 No Person shall have any claim of any kind against the Defendants or their Related Parties with  
11 respect to the matters set forth in ¶¶5.1-5.9 hereof; and the Class Members, Class Representative,  
12 and Class Counsel release the Defendants and their Related Parties from any and all liability and  
13 claims arising from or with respect to the administration, investment or distribution of the Settlement  
14 Fund.

15       5.10    No Person shall have any claim against Class Representative, Class Counsel or the  
16 Claims Administrator, or any other Person designated by Class Counsel, based on determinations  
17 or distributions made substantially in accordance with this Stipulation and the settlement contained  
18 herein, the Plan of Allocation, or further order(s) of the Court.

19       5.11    It is understood and agreed by the Settling Parties that any proposed Plan of  
20 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an  
21 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered  
22 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy  
23 of the settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of  
24 Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's  
25 Judgment approving the Stipulation and the settlement set forth therein.

26       **6.       Class Representative's Counsel's Attorneys' Fees and Expenses**

27       6.1     Class Counsel may submit an application or applications (the "Fee and Expense  
28 Application") for distributions from the Settlement Fund for: (a) an award of attorneys' fees; plus

1 (b) expenses or charges incurred in connection with prosecuting the Litigation; plus (c) any interest  
2 on such attorneys' fees and expenses at the same rate and for the same periods as earned by the  
3 Settlement Fund (until paid) as may be awarded by the Court.

4 6.2 Any fees and expenses awarded by the Court shall be paid to Class Counsel from the  
5 Settlement Fund, as ordered, immediately after the Court executes the Judgment and an order  
6 awarding such fees and expenses. Class Counsel may thereafter allocate the attorneys' fees among  
7 other plaintiff's counsel, if any, in a manner in which it in good faith believes reflects the  
8 contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

9 6.3 In the event that the Effective Date does not occur, or the Judgment or the order  
10 making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or  
11 terminated for any other reason, and such reversal, modification, cancellation, or termination  
12 becomes Final and not subject to review, and in the event that the Fee and Expense Award has been  
13 paid to any extent, then Class Counsel, including its partners and/or shareholders, and such other  
14 Class Representative's Counsel, including their law firms, partners, and/or shareholders who have  
15 received any portion of the Fee and Expense Award shall, within ten (10) business days from  
16 receiving notice from Granite's counsel or from a court of appropriate jurisdiction, refund to the  
17 Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus  
18 interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such  
19 reversal or modification. Any refunds required pursuant to ¶6.3 shall be the several obligation of  
20 Class Counsel, including its partners and/or shareholders, and Class Representative's Counsel,  
21 including their law firms, partners, and/or shareholders that received fees or expenses to make  
22 appropriate refunds or repayments to the Settlement Fund. Each such plaintiff's counsel's law firm  
23 receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself  
24 and each partner and/or shareholder of it, agrees that the law firm and its partners and/or  
25 shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions  
26 of this paragraph.

27 6.4 The procedure for and the allowance or disallowance by the Court of any applications  
28 by any plaintiff's counsel for attorneys' fees and expenses to be paid out of the Settlement Fund, are

1 not part of the settlement set forth in the Stipulation, and are to be considered by the Court separately  
2 from the Court's consideration of the fairness, reasonableness and adequacy of the settlement set  
3 forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application,  
4 or any appeal from any order relating thereto or reversal or modification thereof, shall not operate  
5 to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the  
6 Stipulation and the settlement of the Litigation set forth therein.

7           6.5     Any fees and/or expenses awarded by the Court shall be paid solely from the  
8 Settlement Fund. Defendants and their Related Parties shall have no responsibility for any payment  
9 of attorneys' fees and/or expenses to plaintiff's counsel. Defendants are not entitled to any award  
10 of fees or expenses from the Settlement Fund.

11           6.6     Defendants and their Related Parties shall have no responsibility for the allocation  
12 among Class Representative's Counsel, plaintiff's counsel, and/or any other Person who may assert  
13 some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

14           **7.       Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

15           7.1     The Effective Date of the Stipulation shall be conditioned on the occurrence of all of  
16 the following events:

- 17                   (a)     the Settlement Amount has been deposited into the Escrow Account;
- 18                   (b)     the Court has entered the Preliminary Approval Order, as required by ¶3.1
- 19                   (c)     the Court has entered the Judgment, or a judgment substantially in the form  
20 of Exhibit B attached hereto;
- 21                   (d)     Defendants have not exercised their option to terminate the Stipulation  
22 pursuant to ¶7.4 hereof; and
- 23                   (e)     the Judgment has become Final, as defined in ¶1.13 hereof.

24           7.2     Upon the Effective Date, any and all remaining interest or right of the Defendants in  
25 or to the Settlement Fund, if any, shall be absolutely and forever extinguished.

26           7.3     If the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be  
27 canceled and terminated subject to ¶7.5 hereof unless Class Counsel and counsel for the Defendants  
28 mutually agree in writing to proceed with the Stipulation.

1           7.4     Granite shall have the option, in its sole and absolute discretion, to terminate the  
2 settlement in the event that Class Members representing more than a certain percentage of Granite  
3 common stock subject to this settlement exclude themselves from the Class, as set forth in a separate  
4 agreement (the “Supplemental Agreement”) executed between the Class Representative and  
5 Defendants, by and through their counsel. The Supplemental Agreement will be provided to the  
6 Court *in camera*, but not filed with the Court unless required by the Court or unless and until a  
7 dispute arises as between the Class Representative and Defendants concerning its interpretation or  
8 application. If the Court requires that the Supplemental Agreement be filed, the parties shall request  
9 that it be filed under seal or redacted.

10           7.5     Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,  
11 or be canceled, or shall not become effective for any reason, within ten (10) business days after  
12 written notification of such event is sent by counsel for any Defendant or Class Counsel to the  
13 Escrow Agent, the Settlement Fund (including accrued interest), less expenses which have either  
14 been disbursed pursuant to ¶¶2.10 and 2.12 hereof, or are chargeable to the Settlement Fund pursuant  
15 to ¶¶2.10 and 2.12 hereof, shall be refunded by the Escrow Agent based upon written instruction  
16 from Class Counsel pursuant to written instructions from Granite’s counsel. Such written  
17 instructions shall be provided by Granite’s counsel within five (5) business days before any refund  
18 is to be made, provided that, in the event Granite’s counsel provides such written instructions fewer  
19 than five (5) business days before any refund is required to be made under the first sentence of this  
20 paragraph, the deadline to make the refund payment shall be extended to five (5) business days from  
21 the date that Granite’s counsel provides such written instructions. Class Counsel or its designee  
22 shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction  
23 of any fees or expenses incurred in connection with such application(s) for refund, pursuant to  
24 written instructions from Granite’s counsel.

25           7.6     In the event that the Stipulation is not approved by the Court or the settlement set  
26 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the  
27 Settling Parties shall be restored to their respective positions in the Litigation as of April 8, 2021.  
28 In such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.34, 2.10-

1 2.13, 6.3, 7.5-7.7, 8.3, and 8.6 hereof, shall be null and void, have no further force and effect, and  
2 shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or  
3 order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,  
4 *nunc pro tunc*, and shall not be used in this Litigation or in any other proceeding for any purpose.  
5 No order of the Court or modification or reversal on appeal of any order of the Court concerning the  
6 Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest awarded by  
7 the Court to any of plaintiff's counsel shall operate to terminate or cancel this Stipulation or  
8 constitute grounds for cancellation or termination of the Stipulation.

9           7.7     If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its  
10 terms, neither Class Representative nor any of its counsel shall have any obligation to repay any  
11 amounts disbursed pursuant to ¶¶2.10 or 2.12. In addition, any expenses already incurred pursuant  
12 to ¶¶2.10 or 2.12 hereof at the time of such termination or cancellation but which have not been  
13 paid, shall be paid from the Settlement Fund upon written instruction by Class Counsel to the Escrow  
14 Agent in accordance with the terms of the Stipulation prior to the balance being refunded in  
15 accordance with ¶¶2.13 and 7.5 hereof.

16           7.8     Granite warrants and represents that it is not "insolvent" within the meaning of 11  
17 U.S.C. §101(32) as of the time the Stipulation is executed and will not be as of the time the payments  
18 of the Settlement Amount are actually transferred or made as reflected in the Stipulation. This  
19 representation is made by Granite and not by Granite's counsel. In the event of a final order of a  
20 court of competent jurisdiction, not subject to any further proceedings, determining the transfer of  
21 the Settlement Amount to the Settlement Fund, or any portion thereof, by Granite to be a voidable  
22 preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United  
23 States Code (Bankruptcy), or applicable state law, and any portion thereof is required to be refunded,  
24 then the Settling Parties shall jointly move the Court to vacate and set aside the release given and  
25 the Judgment entered in favor of the Defendants, the Settling Parties shall be restored to their  
26 litigation positions as of April 8, 2021, and the Settlement Fund shall be promptly returned.

1           **8.       Miscellaneous Provisions**

2           8.1       The Settling Parties (a) acknowledge that it is their intent to consummate this  
3 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and  
4 implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish  
5 the foregoing terms and conditions of the Stipulation.

6           8.2       The Settling Parties intend this settlement to be a final and complete resolution of all  
7 disputes between them with respect to the Litigation. The settlement resolves claims which are  
8 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim  
9 or defense. The Settling Parties agree that, and the Final Judgment will contain a finding that, during  
10 the course of the Litigation, the parties and their respective counsel at all times complied with the  
11 requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement  
12 Amount and the other terms of the settlement were negotiated in good faith by the Settling Parties,  
13 and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.  
14 The Settling Parties further agree that the parties and their counsel acted in good faith with respect  
15 to the Litigation and will not assert otherwise. Notwithstanding the foregoing, the Settling Parties  
16 reserve their right to rebut, in a manner that such party determines to be appropriate, any contention  
17 made in any public forum regarding the Litigation, including that the Litigation was brought or  
18 defended in bad faith or without a reasonable basis.

19           8.3       Neither this Stipulation nor the settlement contained herein, nor any act performed  
20 or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may  
21 be deemed to be or may be used as an admission of, or evidence of, the validity of any Released  
22 Claim, the truth of any of the allegations in the Litigation of any wrongdoing, fault, or liability of  
23 the Defendants or their respective Related Parties in any way, or that Class Representative or any  
24 Class Members have suffered any damages, harm, or loss; or (b) is or may be deemed to be or may  
25 be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their  
26 respective Related Parties in any civil, criminal, or administrative proceeding in any court,  
27 administrative agency, or other tribunal.

28

1           8.4     The Defendants and/or their respective Related Parties may file this Stipulation  
2 and/or the Judgment from this action in any other action brought against them in order to support a  
3 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith  
4 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or  
5 similar defense or counterclaim.

6           8.5     The Settling Parties jointly request that the Judgment include the broadest bar order  
7 permissible by law barring all future claims for contribution or indemnity (or any other claim or  
8 claim-over, however denominated on whatsoever theory, for which the injury claimed is that  
9 person's or entity's alleged liability to the Class Representative or Class Members) among and  
10 against the Class Representative, any and all Class Members, and the Released Defendants arising  
11 out of the Litigation and Released Claims ("Bar Order"), provided, however, that the Bar Order  
12 shall not preclude either (i) the Released Defendants from seeking to enforce any rights they may  
13 have under any applicable insurance policies or (ii) any right of indemnification or contribution that  
14 Mr. Roberts, Ms. Desai, or Ms. Krzeminski may have under contract or otherwise. The Bar Order  
15 shall be consistent with, and apply to the full extent of, the Private Securities Litigation Reform Act  
16 ("PSLRA").

17           8.6     All agreements made and orders entered during the course of the Litigation relating  
18 to the confidentiality of information shall survive this Stipulation.

19           8.7     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
20 fully incorporated herein by this reference.

21           8.8     The Stipulation may be amended or modified only by a written instrument signed by  
22 or on behalf of all Settling Parties or their respective successors-in-interest.

23           8.9     The Stipulation and the Exhibits attached hereto and the Supplemental Agreement  
24 constitute the entire agreement among the parties hereto and no representations, warranties or  
25 inducements have been made to any party concerning the Stipulation or its Exhibits other than the  
26 representations, warranties, and covenants contained and memorialized in such documents. Except  
27 as otherwise provided herein, each party shall bear its own costs.

28

1           8.10 Class Counsel, on behalf of the Class, is expressly authorized by the Class  
2 Representative to take all appropriate action required or permitted to be taken by the Class pursuant  
3 to the Stipulation to effectuate its terms and also is expressly authorized to enter into any  
4 modifications or amendments to the Stipulation on behalf of the Class which it deems appropriate.

5           8.11 Each counsel or other Person executing the Stipulation or any of its Exhibits on  
6 behalf of any party hereto hereby warrants that such Person has the full authority to do so.

7           8.12 The Stipulation may be executed in one or more counterparts. All executed  
8 counterparts and each of them shall be deemed to be one and the same instrument. A complete set  
9 of executed counterparts shall be filed with the Court. Signatures sent by facsimile or PDF via e-  
10 mail shall be deemed originals.

11          8.13 The Stipulation shall be binding upon, and inure to the benefit of, the successors and  
12 assigns of the parties hereto.

13          8.14 The Court shall retain jurisdiction with respect to implementation and enforcement  
14 of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for  
15 purposes of implementing and enforcing the settlement embodied in the Stipulation and matters  
16 related to the settlement.

17          8.15 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in  
18 this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from  
19 prosecuting any of the Released Claims against any of the Released Defendants.

20          8.16 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,  
21 executed and delivered, and to be wholly performed, in the State of California, and the rights and  
22 obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and  
23 governed by, the internal, substantive laws of the State of California without giving effect to any  
24 choice-of-law principles that would result in applying substantive laws other than those of the State  
25 of California.

26                   IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be  
27 executed, by their duly authorized attorneys, dated April 29, 2021.

1 DATED: April 29, 2021

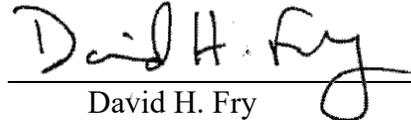
BLEICHMAR FONTI & AULD LLP



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3  
4 By: \_\_\_\_\_  
Peter E. Borkon  
Attorneys for Class Representative THE POLICE  
5 RETIREMENT SYSTEM OF ST. LOUIS

6 DATED: April 29, 2021

MUNGER, TOLLES & OLSON LLP



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9 By: \_\_\_\_\_  
David H. Fry  
Attorneys for Defendant GRANITE  
10 CONSTRUCTION INCORPORATED

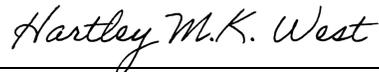
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12 DATED: April 29, 2021

O'MELVENY & MYERS LLP

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15 By: \_\_\_\_\_  
Amy S. Park  
Attorneys for Defendant JAMES H. ROBERTS

16  
17 DATED: April 29, 2021

KOBRE & KIM LLP



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19  
20 By: \_\_\_\_\_  
Hartley M.K. West  
Attorneys for Defendant LAUREL J.  
21 KRZEMINSKI

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23 DATED: April 29, 2021

WILMER CUTLER PICKERING HALE & DORR  
24 LLP

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1 DATED: April 29, 2021

BLEICHMAR FONTI & AULD LLP

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6 DATED: April 29, 2021

MUNGER, TOLLES & OLSON LLP

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12 DATED: April 29, 2021

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17 DATED: April 29, 2021

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