

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Douglas Moran and Yoleissy Mansfarrol filed a class and collective action lawsuit against B&A Construction Services, Inc. (“**B&A**”) and Agent Wall Systems, Inc. (“**Agent Wall**”) (together, “**Defendants**”), styled *Douglas Moran et al. v Agent Wall Systems, Inc. et al.*, Civil Action No. 3:20-cv-0083-HEH, which is pending in the United States District Court for the Eastern District of Virginia, Richmond Division (referred to herein as the “**Lawsuit**”); and

WHEREAS, this Settlement Agreement and Release (the “**Agreement**”) is by and between certain named plaintiffs and potential plaintiffs in the Lawsuit (“**Settling Plaintiffs**”) and Defendants. Defendants and Settling Plaintiffs shall collectively be referred to herein as the “**Parties**,” and individually, each as a “**Party**,” and

WHEREAS, Settling Plaintiffs are those individuals, identified by their signatures at the end of this Agreement, who have chosen to resolve their claims through their participation in this Agreement, and no individual whose signature is absent from the signature pages of this Agreement shall be a Settling Plaintiff, regardless of whether such individual opted-in to the Lawsuit; and

WHEREAS, Settling Plaintiffs claim that they were employed by B&A and Agent Wall on a variety of construction projects, and that Defendants owed Settling Plaintiffs overtime wages for work performed on these projects; and

WHEREAS, no determination has been made on the merits of the Lawsuit or on any of Settling Plaintiffs’ claims; and

WHEREAS, Defendants have not filed responsive pleadings in the Lawsuit but deny the claims alleged therein; and

WHEREAS, following a mediation presided over by the Hon. B. Waugh Crigler, the Parties agreed to settle the wage claims and potential claims that have been, or which Settling Plaintiffs could have asserted in the Lawsuit against Defendants; and

WHEREAS, the Parties desire to memorialize the terms of their compromise and settlement, with Defendants admitting no wrongdoing, fault, or liability whatsoever, and that nothing herein shall be construed or interpreted as an admission by Defendants of any wrongdoing, fault or liability;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ***Filing of Dismissal:*** Within ten (10) business days of the exchange of this fully executed Agreement between the Parties, Settling Plaintiffs’ shall file a notice of dismissal of the Lawsuit, pursuant to Fed. R. Civ. P. Rule 41(a)(1)(A)(i), with prejudice, without costs or fees assessed against any Party (except as provided for in this Agreement). Unless the Court orders otherwise, this notice, once filed by the Court, shall dismiss the Lawsuit with prejudice.

2. **Court Approval Not a Condition Precent:** The Parties believe that the settlement of this Lawsuit does not require Court approval. *See Martin v. Spring Break '83 Productions, L.L.C.*, 688 F.3d 247 (5th Cir. 2012). To the extent the Court requires such approval, the Parties will cooperate in good faith to seek the Court's approval of the Agreement and shall jointly agree to modify any deadlines set forth in this Agreement that may, consequently, be appropriate to modify. If the Court does not approve the Agreement as written, the Parties agree that the Lawsuit has not been settled and the Agreement shall become null and void and, further, that the time between the mediation pursuant to which the Parties agreed to settle this matter and the Court's final rejection of this Agreement shall not accrue against any Settling Plaintiff for purposes of the applicable statute of limitations or other time-based defenses.

3. **Informal Pre-Settlement Discovery Regarding Eligible Settlement Participants:** Prior to entering into this Agreement, Defendants provided to Plaintiffs' counsel information relating to payments made to, and hours worked by, certain persons eligible to participate in this settlement. Such persons are referred to herein as the "**Eligible Settlement Participants.**" Defendants certify that they provided this information in good faith after making a diligent search reasonable under the circumstances for such information.

4. **Schedule of Payments:** As soon as practicable after counsel for the Parties have agreed upon the text of this Agreement, Plaintiffs' counsel shall present to Defendants' counsel a "**Schedule of Payments,**" detailing for each Settling Plaintiff the amount that Plaintiffs' counsel has calculated, based on the information provided by Defendants, that such Settling Plaintiff is due in overtime pay and the amount that that Settling Plaintiff is due in unpaid liquidated damages. Plaintiffs' counsel shall determine these amounts by calculating the total amount that each Eligible Settlement Participant would receive if such person participated in this settlement and then adjusting such amounts, on a *pro rata* basis, for each Settling Plaintiff if less than all Eligible Settlement Participants opt to participate in the settlement. The Parties recognize that this Schedule of Payments cannot be prepared until Plaintiffs' counsel determines which of the Eligible Settlement Participants desire to participate in this settlement as Settlement Plaintiffs. The date on which Plaintiffs' Counsel provides the Schedule of Payment to Defendants' counsel shall be referred to as the "**Trigger Date.**"

5. **Payment by Defendants:** Defendants will issue payment totaling Four Hundred Thirty Thousand 00/100 United States Dollars (\$430,000), to be distributed as follows:

a. **Damages Payments:** Within thirty (30) days of the Trigger Date, payment to the Settling Plaintiffs totaling Two Hundred Ninety-Six Thousand Seventy-Seven and 38/100 United States Dollars (\$296,077.38) ("**Damages Payment**"), constituting the payments of the specified amounts to each Settling Plaintiff as described in the Schedule of Payments. Defendants will make such payments by checks made payable to each Settling Plaintiff. Each Settling Plaintiff shall receive two (2) checks as set forth in the Schedule of Payments: one (1) for unpaid overtime pay and a second check for liquidated damages. With respect to liquidated damage payments, B&A shall issue an IRS Form 1099 to each Settling Plaintiff and deduct no taxes; with respect to the overtime payments designated as wages, B&A may deduct appropriate taxes, other required deductions and withholdings therefrom and shall be responsible for payment of any employer-side payroll taxes on such amounts.

b. *Attorneys' Fees Payment:* Within thirty (30) days of the Trigger Date, payment of One Hundred Thirty-Three Nine Hundred Twenty-Two and 62/100 United States Dollars (\$133,922.62) (the "**Attorney's Fee Payment**") by check payable to "HANDLEY FARAH & ANDERSON PLLC," which portion of the settlement amount is intended to satisfy Settling Plaintiffs' claim for attorneys' fees, costs, and litigation expenses. Defendants shall make no deductions from the Attorney's Fee Payment, and B&A shall issue an IRS Form 1099 for this payment to Plaintiff's counsel for the same. Plaintiffs' counsel will provide an IRS Form W-9 and its Federal Tax ID Number to Defendants within ten (10) days of the execution of the Trigger Date. Plaintiffs specifically acknowledge that payment of the Attorney's Fee Payment satisfies any claim for attorneys' fees, costs, and expenses that they have or may have had in connection with any claims they may have through the Effective Date of the Agreement and any subsequent fees and expenses incurred in effectuating this settlement, aside from any entitlement which they or their attorneys may have to relief in the event either of Defendants breaches this Agreement.

The payments described above shall be delivered to the attention of Matthew Handley at Handley, Farah & Anderson PLLC, 700 Massachusetts Avenue NW, Seventh Floor, Washington, DC 20001 and shall be actually delivered by no later than the date on which they are due. In the event that a tax identification number is not available for any Settling Plaintiff, either from Defendants' records or from such Settling Plaintiff, the Parties will consult and shall cooperate in an effort to agree as to how to lawfully pay any such individual. If any payment is delayed because a Settling Plaintiffs needs to obtain a tax identification number, such reason shall not be grounds to delay any other payment required hereunder.

6. **Consent to Aggregate Settlement:** Each Settling Plaintiff understands and agrees that this Agreement resolves the claims of all Settling Plaintiffs. The Agreement provides that each Settling Plaintiff shall receive an amount of monetary compensation based on a plan of allocation, which divides the amount available for damages among the Settling Plaintiffs. Plaintiffs' counsel prepared such based on the information available to them regarding the specific claims of each Settling Plaintiff. Plaintiffs' counsel believes that the proposed plan of distribution, and the provision providing for payment of attorneys' fees are fair and reasonable for all Settling Plaintiffs. Defendants and their respective counsel shall have no liability whatsoever with respect to any potential claim asserting that Plaintiffs' counsel's allocation of fees among the Settling Plaintiffs is in any way improper.

7. **Release of Claims:**

a. **Released Claims By Settling Plaintiffs:** Settling Plaintiffs agree to and hereby do, for themselves and for each of their heirs, representatives, executors, administrators and assigns, forever and irrevocably fully release and discharge Defendants, and any employees thereof, of, and from, any and all grievances, liens, suits, judgments, claims, demands, debts, defenses, actions or causes of action, obligations, damages, and liabilities whatsoever which they now have, have had, or may have, whether the same be known or unknown, at law, in equity, or mixed, that relate in any manner to the claims for unpaid wages, overtime, attorney's fees, and costs, raised in the Complaint in this Lawsuit

that have or may have arisen from the beginning of time through the date of Settling Plaintiffs' execution of this Agreement. ***Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will waive, relinquish, diminish, release or in any way affect (i) any rights expressly provided for in this Agreement; or (ii) any rights that, as a matter of law, cannot be released or waived.*** Settling Plaintiffs agree to this Release knowingly and voluntarily. This release does not affect the rights of any person not a Settling Plaintiff.

b. **Released Claims by Defendants:** Defendants agree to, and hereby do, for themselves and for each of their heirs, representatives, executors, administrators and assigns, forever and fully release and discharge Settling Plaintiffs, of, and from, any and all grievances, liens, suits, judgments, claims, demands, debts, defenses, actions or causes of action, obligations, damages, and liabilities whatsoever which they now have, have had, or may have, whether the same be known or unknown, at law, in equity, or mixed, that relate in any manner to the claims raised in the Complaint in this Lawsuit that have or may have arisen from the beginning of time through the date of Settling Plaintiffs' execution of this Agreement. ***Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will waive, relinquish, diminish, release or in any way affect (i) any rights expressly provided for in this Agreement or (ii) any rights that, as a matter of law, cannot be released or waived.*** Defendants agree to this Release knowingly and voluntarily.

8. **Effective Date of Agreement:** The Effective Date of this Agreement shall be the date that all Parties have executed the Agreement.

9. **No Admission of Liability:** Settling Plaintiffs expressly acknowledge and agree that this Agreement is not an admission by Defendants of liability under any federal, state, or local statute, regulation, or ordinance, or breach of any contract, duty, or obligation owed by Defendants to Settling Plaintiffs and is not otherwise an admission by Defendants, and that Defendants do not admit, but deny any violation of any of Settling Plaintiffs' individual and/or collective legal rights and that Defendants enter into this Agreement solely in order to avoid the inconvenience and costs of litigating Settling Plaintiffs' claims.

10. **Dissemination of Information About the Agreement:** Settling Plaintiffs' counsel agree that they will not publicize the settlement of this Lawsuit by actions such as postings related to this Lawsuit on social media or references in advertising, if such postings or references permit the viewer of such posting or reference to associate the settlement of this Lawsuit with either of Defendants. Nothing in this Agreement shall be interpreted in a manner inconsistent with the Virginia State Bar Rules of Professional Conduct or Virginia Legal Ethics Opinions.

11. **Breach of Agreement:** The Parties expressly agrees that a material breach of any of the promises and covenants contained or referenced in this Agreement shall entitle the injured Party to any and all remedies available at law or in equity and to reasonable attorneys' fees, costs and litigation expenses incurred in enforcing any provision of or any right contained in this Agreement, unless otherwise specifically prohibited by statute or regulation.

12. **Entire Agreement and Enforcement:** The Parties agree that this Agreement shall be binding upon the assigns, heirs, executors, and administrators of Plaintiffs and shall inure to the benefit of the officers, directors, employees, agents, parents, affiliates, predecessors, successors, purchasers, assigns, and representatives of Defendants. The Parties agree that this Agreement supersedes all prior agreements between the Parties, and this Agreement constitutes the entire agreement between the Parties and all previous discussions, promises, representations, and understandings relating to the topics herein discussed are hereby merged into this Agreement.

13. **Binding Arbitration:** The Parties agree, except to the extent that applicable law prohibits any dispute to be adjudicated by arbitration, that any dispute arising under this Agreement shall be resolved by Hon. B. Waugh Crigler acting as an arbitrator whose determinations shall be final. The Parties do not consent to arbitration before any other person should Judge Crigler be unable or unwilling to act as an arbitrator.

14. **Governing Law and Venue:** The validity and construction of this Agreement or of any of its terms or provisions shall be determined under the laws of the Virginia regardless of any principles of conflicts of laws or choice of laws of any jurisdiction. To the extent that binding arbitration does not apply, the Parties agree and consent that, to the maximum extent permitted by law, the United States District Court for the Eastern District of Virginia, Richmond Division, shall be the proper forum for any dispute with respect to this Agreement.

15. **Severability:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. If, however, any of the provisions contained in this Agreement is declared illegal, unenforceable, or ineffective in a legal forum of competent jurisdiction, the Parties agree that such provision shall be modified and reformed, if possible, in order to achieve, to the extent possible, the intentions of the Parties, and, if necessary, such provision shall be deemed severable, such that all other provisions contained in this Agreement shall remain valid and binding.

16. **Counterparts and Facsimile Signature:** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic, facsimile, or PDF copy of the signature of any signatory on this Agreement shall be deemed the equivalent of an original thereof. The signatories can execute on separate documents.

SIGNATORIES REPRESENT THAT THEY ENTER INTO THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS EFFECT.

SIGNATURES TO FOLLOW

B&A Construction Services, Inc.

Date: 7-16-21

By: 

Its: _____

Agent Wall Systems, Inc.

Date: _____

By: _____

Its: _____

B&A Construction Services, Inc.

Date: _____

By: _____

Its: _____

Agent Wall Systems, Inc.

Date: 7-16-2021

By:  _____

Its: President

Settling Plaintiff:

Name: Alais Castilla Mena

Signature: Alais Castilla

Date: 08/26/2021

Settling Plaintiff:

Name: Alberto Vasquez Hernandez

Signature: A ✓

Date: 09/09/2021

Settling Plaintiff:

Name: Alex Serrano

Signature: 

Date: 08/16/2021

Settling Plaintiff:

Name: Amparo Diaz Rivera

Signature: 

Date: 08/18/2021

Settling Plaintiff:

Name: Angel Resendiz-Alvarez

Signature: Angel Resendiz

Date: 08/23/2021

Settling Plaintiff:


Name: Denia Aracely Orellana Cantarero

Signature: 

Date: 08/16/2021

Settling Plaintiff:

Name: Ausencio Arias

Signature:  _____

Date: 08/18/2021

Settling Plaintiff:

Name: Bairon Morales Morales

Signature:  _____

Date: 09/01/2021

Settling Plaintiff:

Name: Bairon Portales Hernandez

Signature: BJPH

Date: 08/16/2021

Settling Plaintiff:


Name: Baldemar Castro Garcia

Signature:  _____

Date: 08/16/2021

Settling Plaintiff:


Name: Cristian Mejia-Mejia

Signature: 

Date: 08/26/2021

Settling Plaintiff:


Name: Dora Torres Perez

Signature: 

Date: 09/15/2021

Settling Plaintiff:

Name: Douglas Moran

Signature: 

Date: 08/20/2021

Settling Plaintiff:


Name: Edar Comas Sanchez

Signature: Edar Comas

Date: 08/23/2021

Settling Plaintiff:

Name: Elmer Alvarado Rodriguez

Signature:  _____

Date: 08/16/2021

Settling Plaintiff:


Name: Elvin Javier Moreno

Signature: ELVIN

Date: 08/16/2021

Settling Plaintiff:


Name: Geovanny Cardenas Rodriguez

Signature:  _____

Date: 08/17/2021

Settling Plaintiff:


Name: Geovany Barraza Arevalo

Signature:  _____

Date: 09/09/2021

Settling Plaintiff:

Name: Gerson Pinto-Morales

Signature: 

Date: 08/16/2021

Settling Plaintiff:

Name: Haile Jeronimo Guevara

Signature:  _____

Date: 08/16/2021

Settling Plaintiff:


Name: Hector Del Carpio Navarro

Signature: 

Date: 08/16/2021

Settling Plaintiff:


Name: Hector Vasquez Hernandez

Signature: 

Date: 08/18/2021

Settling Plaintiff:

Name: Henry Medina

Signature: 

Date: 08/17/2021

Settling Plaintiff:

Name: Hugo Naranjillo Perez

Signature: HUGO
NARANJILLO

Date: 08/16/2021

Settling Plaintiff:

Name: Jaime Villeda Valle

Signature: Jaime

Date: 08/20/2021

Settling Plaintiff:


Name: Jairo Pereyra Ayala

Signature: JRPA

Date: 09/10/2021

Settling Plaintiff:

Name: Javier Fernandez Martinez

Signature:  _____

Date: 08/16/2021

Settling Plaintiff:


Name: Javier Salazar Betanco

Signature: JASB

Date: 08/21/2021

Settling Plaintiff:

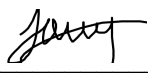
Name: Jonnathan Orellana Avelar

Signature:  _____

Date: 08/18/2021

Settling Plaintiff:


Name: Jonny Serrano

Signature: 

Date: 08/23/2021

Settling Plaintiff:

Name: Jose Ramirez

Signature: 

Date: 08/21/2021

Settling Plaintiff:

Name: Jose Gomez-Hernandez

Signature: JAGH

Date: 08/16/2021

Settling Plaintiff:


Name: Jose Castro Mejia

Signature: J.C.

Date: 08/24/2021

Settling Plaintiff:

Name: Jose Chamale Velasquez

Signature:  _____

Date: 09/16/2021

Settling Plaintiff:

Name: Jose Mayo Calleja

Signature:  _____

Date: 09/09/2021

Settling Plaintiff:

Name: Jose Barraza Arevalo

Signature: Lino. B

Date: 09/10/2021

Settling Plaintiff:


Name: Jose Rodriguez

Signature: Jose Rodriguez

Date: 09/01/2021

Settling Plaintiff:

Name: Jose Mayo Ventura

Signature: 

Date: 08/26/2021

Settling Plaintiff:

Name: Jose Rosales

Signature: *Jose Rosales*

Date: 08/23/2021

Settling Plaintiff:

Name: Josue Anael Amaya

Signature: 

Date: 08/16/2021

Settling Plaintiff:


Name: Juan Carlos Hernandez

Signature: JCH

Date: 09/22/2021

Settling Plaintiff:


Name: Kevin Miguel Guardado

Signature: 

Date: 08/16/2021

Settling Plaintiff:

Name: Luis Martinez Machado

Signature: 

Date: 08/16/2021

Settling Plaintiff:

Name: Marbella Gomez Reyes

Signature: 

Date: 08/26/2021

Settling Plaintiff:

Name: Marcelo Medina

Signature: 

Date: 08/21/2021

Settling Plaintiff:

Name: Maribel Solano

Signature: Maribel Solano

Date: 08/19/2021

Settling Plaintiff:

Name: Mario Cruz Rivera

Signature: MarioCruz

Date: 08/17/2021

Settling Plaintiff:

Name: Nelson Orellana Dubon

Signature: Nelson Orellana

Date: 08/19/2021

Settling Plaintiff:

Name: Prudencio Cervantes Reyna

Signature:  _____

Date: 09/12/2021

Settling Plaintiff:


Name: Raquel Moore

Signature: *R Moore*

Date: 09/09/2021

Settling Plaintiff:


Name: Raul Cruz Hernandez

Signature: 

Date: 08/16/2021

Settling Plaintiff:


Name: Paul Alvarenga Ayala

Signature:  _____

Date: 08/16/2021

Settling Plaintiff:

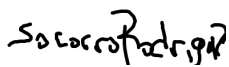
Name: Selvin Santos Lopez

Signature: 

Date: 08/26/2021

Settling Plaintiff:

Name: Socorro Rodriguez Ruiz

Signature: 

Date: 08/16/2021

Settling Plaintiff:


Name: Tirza Ayala

Signature: T. Ayala

Date: 08/17/2021

Settling Plaintiff:

Name: Vicente Castro Plaza

Signature: 

Date: 08/24/2021

Settling Plaintiff:


Name: Wenberg Segovia

Signature:  _____

Date: 09/19/2021

Settling Plaintiff:

Name: Yanet Martinez Gutierrez

Signature:  _____

Date: 08/18/2021

Settling Plaintiff:

Name: Yoleisy Mansfarrol

Signature:  _____

Date: 08/23/2021