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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

The State of Arizona ex re Mark Brnovich,
the Attorney General, and the Civil Rights
Division of the Arizona Department of Law,

Plaintiff,

and

Edward Litzinger, individually,

Intervenor-Plaintiff

vs.

Big Tex Trailer World, Inc., d/b/a Big Tex
Trailers,

Defendant.

No. 4:19 cv-00521-DCB

CONSENT DECREE

BACKGROUND

The State of Arizona *ex rel.* Mark Brnovich, the Attorney General, and the Civil Rights Division of the Arizona Department of Law (the “State”) filed this action against Defendant Big Tex Trailer World, Inc., d/b/a Big Tex Trailers, (“Defendant”) to enforce the Arizona Civil Rights Act, A.R.S. § 41-1401 et seq. (“ACRA”). In the State’s Complaint, the State alleged that Defendant discriminated against an employee, Ed Litzinger (“Litzinger”), by failing to reasonably accommodate his disability and by terminating Litzinger because of his disability in violation of the Arizona Civil Rights Act (“ACRA”), A.R.S. §§ 41-1463(F)(4), 41-1463(B)(1) (“State’s Complaint”). Litzinger intervened in this

1 action (“Litzinger’s Complaint”) and alleged that Defendant refused to make a reasonable
2 accommodation for Litzinger’s disability and terminated his employment because of his
3 disability in violation of the American with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101-
4 12117. Defendant disputes the State and Litzinger’s allegations. This litigation is
5 collectively referred to herein as “the Lawsuit.”

6 **COMPROMISE OF DISPUTED CLAIMS**

7 The State and Defendant (collectively, the “Parties”) desire to resolve the issues
8 raised in the State’s Complaint in order to avoid the time, expense, and uncertainty of further
9 contested litigation. The Parties expressly acknowledge that this Consent Decree is the
10 compromise of disputed claims and that there has been no adjudication of any claim or
11 finding of any liability, or lack thereof, on the part of Defendant. The Parties agree to be
12 bound by this Consent Decree and to not contest whether it was validly entered into in any
13 subsequent proceeding to implement or enforce its terms. The Parties stipulate to the entry
14 of this Consent Decree, do not object to the jurisdiction of the Court over this action, and
15 waive a hearing and the entry of Findings of Fact and Conclusions of Law.

16 It appearing to the Court that entry of this Consent Decree will fairly resolve this
17 disputed claim,

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

19 **I. JURISDICTION**

20 1. This Court has jurisdiction over the subject matter of this Action and over the
21 Parties, and venue in Pima County is proper.

22 2. The Parties agree that this Decree is fair, reasonable, and equitable and does
23 not violate the law or public policy,

24 3. This Decree becomes effective on the date of signing by the Court (“Effective
25 Date”).
26

1 **II. TERM**

2 4. The Court will retain jurisdiction over the subject matter of this Consent
3 Decree, the State, and Defendant for eighteen (18) month from the Effective Date to
4 effectuate and enforce this Consent Decree. Any time after one (1) year, the Parties may
5 stipulate to reduce the timeframe for this Consent Decree.

6 5. The State may petition this Court for compliance with this Consent Decree at
7 any time during the period that this Court maintains jurisdiction over this action in
8 accordance with Paragraph 7 of this Section. Should the Court determine that Defendant
9 has not complied with this Consent Decree, appropriate relief, including extension of this
10 Consent Decree for such period as may be necessary to remedy its non-compliance, an
11 award of attorney’s fees and costs, and fines for contempt of court may be ordered.

12 6. Unless otherwise stipulated by the Parties, or the Court has extended this
13 Consent Decree, the Consent Decree will automatically expire and the Court will lose
14 jurisdiction over this action eighteen (18) months after Effective Date of the Consent
15 Decree.

16 7. If the State believes that Defendant has failed to comply with any portion of
17 this Consent Decree, the State shall notify Defendant’s attorney of record in writing of the
18 purported failure to comply with the terms of the Consent Decree (“Deficiency Notice”).
19 Defendant shall have fourteen (14) business days from the mailing date of Deficiency
20 Notice to cure all deficiencies and to come into compliance with this Consent Decree. The
21 State may initiate an enforcement action if Defendant: (1) fails to timely respond to the
22 State’s Deficiency Notice; or (2) fails to cure all deficiencies and come into compliance
23 with this Consent Decree.

24 **III. RESOLUTION OF THE LAWSUIT**

25 8. This Consent Decree is made between the State and Defendant.

26 9. This Consent Decree resolves the claims alleged in the State’s Complaint.

1 10. The Consent Decree becomes effective and enforceable only if Litzinger
2 executes and does not thereafter revoke the Litzinger Settlement (as defined in Paragraph
3 15, below) within the revocation period set forth therein.

4 11. By entering into this Decree, the State and Defendant do not intend to resolve
5 any charges of discrimination currently pending before the State other than those that
6 formed the foundation for the State's Complaint. The State does not waive or in any manner
7 limit its right to process or seek relief from the Defendant in any other charge or
8 investigation that may arise.

9 12. The Defendant and its directors, officers, supervisors, managers and
10 successors will not interfere with the relief herein ordered, but shall cooperate in the
11 implementation of this Consent Decree.

12 13. The State retains its independent right to file an enforcement action, in
13 accordance with Paragraph 7, should the State believe that Defendant has not complied with
14 the terms of the Consent Decree.

15 14. Upon Defendant's fulfillment of the obligations set forth in this Consent
16 Decree, the State agrees to close ACRD charge No. TCRD-2018-0197. Although the State
17 does not waive its right to process any other charge against Defendant, the State does waive
18 its right to file a Divisional charge against Defendant relating to the matters that were
19 alleged in the complaint and ACRD charge No. TCRD-2018-0197.

20 **IV. MONETARY RELIEF**

21 15. As part of its resolution of the Lawsuit, Defendant has entered into a separate
22 settlement agreement with Litzinger (the "Litzinger Settlement"), the terms of which
23 provide for payment to Litzinger of \$45,000. Such monetary settlement shall be delivered
24 to Shannon Giles at Awerkamp, Bonilla & Giles, PLC, 6891 N. Oracle Rd., Suite 155,
25 Tucson, AZ 85704-4287, for transmittal to Litzinger pursuant to the terms in the Litzinger
26 Settlement. Defendant shall provide the State with proof of payment to Litzinger on the
same date that the settlement payment is delivered to Shannon Giles.

1 **V. INJUNCTIVE RELIEF**

2 16. **Compliance with the Arizona Civil Rights Act.**

3 a. Defendant and its managers, supervisors, officers, directors, and agents,
4 located, or conducting business, in Arizona, are enjoined from engaging in any employment
5 practice which discriminates on the basis of disability, including but not limited to: failure
6 to provide reasonable accommodations in accordance with ACRA; discriminatory
7 discharge; retaliation; and implementation of employment methods of administration,
8 policies, and/or procedures that otherwise violate the Arizona Civil Rights Act, A.R.S. §
9 41-1461, et seq. (“ACRA”).

10 b. Defendant and its managers, supervisors, officers, directors, and agents
11 located, or conducting business, in Arizona, are enjoined from engaging in unlawful
12 retaliation against any employee or applicant because of such employee’s or applicant’s
13 opposition to any practice made unlawful under the ACRA, including but not limited to an
14 employee or applicant requesting a reasonable accommodation; initiating an internal
15 complaint of discrimination with Defendant; filing or causing to be filed a charge of
16 discrimination with the State or any other agency charged with investigation of employment
17 discrimination complaints, or whose statements serve as the basis of a charge; or because
18 such person testifies or participates in the investigation or prosecution of an alleged
19 violation of ACRA.

20 c. Defendant agrees that Defendant and its employees, managers, supervisors,
21 officers, directors and agents located, or conducting business, in Arizona have a legal duty
22 to not engage in employment discrimination because of race, color, religion, sex, age,
23 national origin or on the basis of disability, in violation of the ACRA.

24 d. Defendant agrees that Defendant and its employees, managers, supervisors,
25 officers, directors and agents located, or conducting business, in Arizona a have a legal duty
26 to not engage in unlawful discrimination or retaliation against any Arizona employee or
applicant because he/she has opposed any practice reasonably believed by him/her to be

1 unlawful under A.R.S. § 41-1461, et seq., or because he/she has requested a reasonable
2 accommodation, filed an internal or external discrimination complaint, given testimony or
3 assistance, or participated in any investigation or proceeding under the ACRA.

4 e. The Parties agree that the obligations set forth in this Paragraph 16 are limited
5 to Defendant's Arizona-based business operations.

6 17. **Poster.** Defendant agrees to keep posted at all times in a conspicuous,
7 well-lighted place frequented by its employees and applicants for employment, at all of
8 Defendant's Arizona locations, a poster which states that discrimination in employment
9 based on disability, race, color, religion, age (40 and older), sex, or national origin is
10 prohibited. Within thirty (30) days of the Effective Date of this Consent Decree, Defendant
11 agrees to certify that such posters have been posted at all of Defendant's locations in
12 Arizona and shall provide photographs to the Attorney General's Office, Civil Rights
13 Division, c/o Leslie Ross, or her successor, 2005 N. Central Avenue, Phoenix, Arizona
14 85004 or by e-mail to Leslie.Ross@azag.gov, evidencing that such a poster has been posted
15 at all of Defendant's Arizona locations.

16 18. **Neutral Employment Reference.** In the event that an inquiry is made to
17 Defendant's Human Resources Department concerning Litzinger's prior employment with
18 Defendant, Defendant agrees to provide a neutral reference for Litzinger. A "neutral
19 reference" means Defendant will limit its substantive response to said inquiry to
20 confirmation of Litzinger's dates of employment, his last job title, and his final rate of pay.

21 19. **Anti-Discrimination and Anti-Retaliation Policy and Procedure.**

22 a. Within sixty (60) days of the effective date of this Consent Decree, Defendant
23 will confirm that its anti-discrimination and anti-retaliation policies and procedures, or as
24 necessary, modify, its existing policies and procedures to: (a) prohibit discrimination based
25 upon an employee or applicant's disability, race, national origin, color, sex, religion,
26 genetic testing or age as provided by the applicable state and/or federal employment
discrimination laws; (b) affirm that Defendant will provide reasonable accommodation to

1 qualified individuals with disabilities who are employees or applicants in accordance with
2 applicable state and/or federal employment discrimination laws; and (c) prohibit retaliation
3 against any employee or applicant for engaging in protected activity under applicable state
4 and/or federal employment discrimination laws, including but not limited to, requesting a
5 reasonable accommodation.

6 b. At a minimum, these anti-discrimination and anti-retaliation policies and/or
7 procedures will contain: (a) a specific commitment to these anti-discrimination, reasonable
8 accommodation, and anti-retaliation provisions; (b) a statement that unlawful
9 discrimination and/or retaliation violates applicable state and federal civil rights laws; and
10 (c) a designated process by which an employee or applicant can internally file a complaint
11 regarding issues of alleged discrimination and/or retaliation by using Defendant's Ethics
12 Point hotline or website (atw.ethicspoint.com) and/or contacting Human Resources or any
13 manager or supervisor. Defendant shall include the anti-discrimination and anti-retaliation
14 policy in an Employee Handbook.

15 c. Within sixty (60) days of the Effective Date of this Consent Decree,
16 Defendant agrees to provide its anti-discrimination and anti-retaliation policies and
17 procedures referenced in Paragraph 19 to the Attorney General's Office, Civil Rights
18 Division, c/o Leslie Ross, or her successor, 2005 N. Central Avenue, Phoenix, Arizona
19 85004 or by e-mail to Leslie.Ross@azag.gov.

20 d. Within ninety (90) days of the Effective Date of this Decree, Defendant will
21 make its anti-discrimination and anti-retaliation policies and procedures referenced in
22 Paragraph 19 available on its website to all employees, including new employees hired
23 during the term of this Consent Decree, and will submit to the Attorney General's Office,
24 Civil Rights Division, c/o Leslie Ross, or her successor, 2005 N. Central Avenue, Phoenix,
25 Arizona 85004 or by e-mail to Leslie.Ross@azag.gov, a copy the policy posted on its
26 website. Defendant's anti-discrimination and anti-retaliation policies and procedures shall
be included in an Employee Handbook.

1 e. Defendant agrees to disseminate a copy of these anti-discrimination and anti-
2 retaliation policies and procedures to all new Arizona employees, managers, supervisors,
3 and agents hired during the term of this Consent Decree.

4 20. **Reasonable Accommodation Policy and Procedure.**

5 a. Within sixty (60) days of the Effective Date of this Consent Decree,
6 Defendant will confirm that its reasonable accommodation policies and procedures are, or
7 as necessary, modify, its existing reasonable accommodation policies and procedures for
8 employees and applicants with disabilities to be in accordance with the ACRA and/or Title
9 I of the Americans with Disabilities Act, as amended (“ADA”) and shall, within ninety (90)
10 days of the Effective Date of this Consent Decree make the reasonable accommodation
11 policy and procedure available to all employees on its website, including new employees
12 hired during the term of this Consent Decree.

13 b. At minimum, Defendant’s reasonable accommodation policies and/or
14 procedures will contain: (a) an affirmative statement that an applicant or employee need not
15 use the specific term “reasonable accommodation” to request a reasonable accommodation
16 from Defendant; (b) a clear procedure by which an employee or applicant may request a
17 reasonable accommodation from Defendant’s Human Resources Department; (c) a
18 procedure that if an employee or applicant informs a supervisor or manager of his/her need
19 for a reasonable accommodation, the supervisor or manger will direct him/her to Human
20 Resources; (d) a statement that Defendant will issue the requestor an acknowledgement of
21 receipt of his/her request for reasonable accommodation; (e) an assurance that Defendant
22 will take prompt action upon receipt of a request for reasonable accommodation; (f) an
23 assurance that Defendant will timely enter into a good faith interactive process with the
24 employee or applicant to attempt to determine and provide an effective reasonable
25 accommodation; (g) a procedure for notifying the requesting employee’s supervisor of any
26 reasonable accommodation(s) provided to the employee; and (h) a statement that Defendant
will not retaliate against an employee or applicant for requesting a reasonable

1 accommodation, filing a complaint of discrimination, or participating in any investigation
2 or proceeding under applicable state and/or federal employment laws.

3 c. Within sixty (60) days of the Effective Date of this Decree, Defendant agrees
4 to and shall provide to the Attorney General's Office, Civil Rights Division, c/o Leslie Ross,
5 or by email to Leslie.Ross@azag.gov, or her successor, Defendant's reasonable
6 accommodation policies and procedures for approval. Defendant's reasonable
7 accommodation policies and procedures shall be included in an Employee Handbook.

8 21. **Acknowledgment of Receipt of Employee Handbook.** For the duration of
9 the Consent Decree, Arizona employees, including those hired during the term of the
10 Consent Decree, shall be instructed to acknowledge receipt of the Employee Handbook.
11 The Employee Handbook shall contain the policies and procedures referenced in Paragraphs
12 19 and 20 of this Consent Decree. Defendant shall provide the State acknowledgement(s)
13 of receipt of the Handbook, (containing the policies and provisions outlined in this Consent
14 Decree) from Arizona employees. Defendant shall submit the signed acknowledgement(s)
15 of receipt within one (1) month of the date of the acknowledgment to Attorney General's
16 Office, Civil Rights Division, c/o Leslie Ross, or her successor, 2005 N. Central Avenue,
Phoenix, Arizona 85004 or by e-mail to Leslie.Ross@azag.gov.

17 22. **Training.**

18 a. Defendant will hire a qualified individual or organization, approved by the
19 State, to provide training to: (1) Defendant's Human Resources Leader and human
20 resources personnel with direct responsibility over employees in Defendant's Arizona
21 locations; and (2) all of Defendant's managers and regional managers who have direct
22 supervisory responsibility over employees located in Arizona (the "Training Recipients")
23 on the policies and procedures referenced in Paragraphs 19 and 20 of this Consent Decree.
24 For purposes of this Consent Decree, a qualified trainer is a person or agency
25 knowledgeable about the legal requirements under state and federal employment laws and
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1 was not one of Defendant's employees involved in the acts alleged as discriminatory by
2 Litzinger and/or the State.

3 b. Within ninety (90) days of the Effective Date of this Consent Decree, the
4 Training Recipients shall receive training, for one (1) hour, by a qualified trainer on anti-
5 discrimination, reasonable accommodation, and anti-retaliation under ACRA and Title I of
6 the ADA, the policies and procedures referenced in Paragraphs 19 and 20 of this Consent
7 Decree, and specific procedures for handling reasonable accommodation requests in
8 accordance with state and federal employment laws.

9 c. The training may be completed via webinar, web recording, on-demand
10 video, and/or video conference.

11 d. Defendant shall bear all costs of the training.

12 e. Defendant agrees that individuals hired during the term of the Consent
13 Decree who meet the description of Training Recipients shall receive the training outlined
14 in Paragraph 22(b) within sixty (60) days of hire or ninety (90) days of the Effective Date
15 of the Decree, whichever is later.

16 f. Defendant shall provide written notice of completion of any training
17 described within Paragraph 22 within ten (10) business days of such training to the Attorney
18 General's Office, Civil Rights Division, c/o Leslie Ross, or her successor, 2005 N. Central
19 Avenue, Phoenix, Arizona 85004 or by e-mail to Leslie.Ross@azag.gov. The notice of
20 completion shall contain at a minimum the following: (i) the date, time and location of the
21 training; (ii) a list of the names and positions of those persons who completed the training;
22 and (iii) the name of the agency or individual presenting the training. Defendant may satisfy
23 the requirement of identifying the attendees in requirement (ii), by attaching a copy of a
24 registration list containing the date of the training and the name and position of each person
25 in attendance.

26 g. Defendant shall provide an initial copy of the training materials to the State
at least two (2) weeks prior to the commencement of any training referenced in Paragraph

1 22 for the State’s approval. Within five (5) business days of receipt, the State will respond
2 with approval or necessary modifications. After the State’s approval, Defendant need not
3 provide further copies of the training materials to the State unless substantive changes are
4 made, in which case Defendant agrees to provide a revised copy to the State for approval
5 or modification.

6 **VI. MONITORING**

7 23. For the duration of this Consent Decree, Defendant shall maintain, for its
8 Arizona business operations, the following documents and records set forth in this
9 Monitoring Section.

10 24. This Section requires the retention of existing documents and records, and
11 documents and records that are hereinafter created and maintained in the normal course of
12 Defendant’s business activities. The terms “Document” and “Records” shall have the
13 broadest meaning accorded to it by Rule 34 of the Federal Rules of Civil Procedure and
14 shall include electronically stored information and tangible items, and all writings,
15 recordings, and photographs as defined by Rule 1001 of the Federal Rules of Evidence.

16 25. For the duration of the Consent Decree, Defendant shall retain the hard-copy
17 (when such documents are normally kept in hard-copy) and/or, where applicable, computer
18 records relating to:

19 a. Any and all complaints of discrimination based upon disability, whether
20 submitted internally to Defendant or filed with a governmental entity;

21 b. Any and all documents relating to any investigation of any complaint of
22 discrimination based on disability; and

23 c. Any and all documents related to requests (whether verbal or in writing) and
24 responses to requests for reasonable accommodation made during the course of this Consent
25 Decree, including documents relating to any interactive process, Defendant’s determination
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1 regarding the reasonable accommodation request, and, if denial is made, the reason for the
2 denial. During the term of the Consent Decree, the State reserves the right to audit the
3 documentation described in this Consent Decree. The State shall provide Defendant ten (10)
4 business days, to comply with any request to review the documentation. If Defendant
5 withholds any document, information, or electronically stored information based on a claim
6 of attorney-client privilege and/or work product doctrine, Defendant shall produce a
7 privilege log identifying in writing the information, document, or electronically stored
8 information withheld and a detailed description of the nature of the information, document,
9 or electronically stored information withheld to enable the State to assess the claim.

10 **VII. GENERAL PROVISIONS**

11 26. Unless otherwise specified, when this Decree requires submission of
12 payments, reports, notices, or materials to the State, they shall be mailed to: the Attorney
13 General's Office, Civil Rights Division, c/o Leslie Ross 2005 N. Central Avenue, Phoenix,
14 Arizona 85004 or by e-mail to Leslie.Ross@azag.gov, or her successor.

15 27. This Consent Decree may be signed in counterparts, including facsimile
16 copies, and when so signed, each counterpart shall be deemed an original and all
17 counterparts shall constitute one instrument. The Parties agree, however, that they will also
18 execute original documents and promptly send them to the State so that it may have an
19 entire set of original documents.

20 28. This Consent Decree is final and binding on the present and future directors,
21 officers, managers, agents, heirs, assigns, successors, successors-in-interest, receivers,
22 trustees in bankruptcy, and personal representatives of Defendant. Defendant has a duty to
23 inform any successor in interest of the obligations of this Consent Decree during its
24 duration. During the term of this Decree, the Defendant, and any successors of the
25 Defendant, shall provide a copy of this Consent Decree to any organization or person who
26 proposes to acquire or merge with the Defendant during the term of this Consent Decree,
or any successor of the Defendant, prior to the effectiveness of any such asset sale,

1 acquisition, or merger. This Paragraph shall not be deemed to limit any remedies available
2 in the event of any finding by the Court regarding violation of this Consent Decree.

3 29. If any term of this Consent Decree is determined by any court to be
4 unenforceable, the other terms of this Consent Decree shall nonetheless remain in full force
5 and effect.

6 30. Failure by any party to seek enforcement of this Consent Decree pursuant to
7 its terms with respect to any provision or instance shall not be construed as a waiver to such
8 enforcement with regard to other instances or provisions.

9 31. The Parties represent that they have read this Consent Decree in its entirety,
10 have had an opportunity to consult with counsel of their own choice, are satisfied that they
11 understand and agree to all of its provisions, and have freely signed this Consent Decree
12 without coercion.

13 32. A signatory to this document in a representative capacity for each party
14 represents that he or she is authorized to bind that party to this Consent Decree.

15 33. This Consent Decree constitutes the entire agreement between the State and
16 Defendant on the matters raised herein and no other statement, promise or agreement, either
17 written or oral, made by any party or agents of any party, that is not contained in this written
18 agreement, including its attachments, shall be enforceable.

19 34. This Consent Decree is not intended to remedy any other potential violations
20 of the ACRA or any other law that is not specifically addressed in this Consent Decree.

21 35. This Consent Decree does not affect Defendant's continuing responsibility to
22 comply with all aspects of the ACRA.


23 36. This Consent Decree will not constitute or evidence an admission by the
24 Parties that an employment practice made unlawful by A.R.S. § 41-1461 *et seq.* occurred,
25 nor should any such inference be drawn.
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EFFECTUATING CONSENT DECREE

37. The parties agree to the entry of this Consent Decree upon final approval by the Court. The Effective Date of this Consent Decree will be the date that it is entered by this Court.

Dated this 8th day of September, 2020.



David C. Bury
United States District Judge

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CONSENT TO DECREE

1. On behalf of Defendant, Big Tex Trailer World, Inc., d/b/a Big Tex Trailers, I acknowledge that I have read the foregoing Consent Decree, and that Defendant is aware of its right to a trial in this matter and has waived that right.

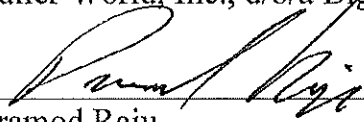
2. Defendant, Big Tex Trailer World, Inc., d/b/a Big Tex Trailers, agrees to the jurisdiction of the Court, and consents to entry of this Consent Decree.

3. Defendant, Big Tex Trailer World, Inc., d/b/a Big Tex Trailers, states that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce it to enter into this Consent Decree, that it has entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between the parties.

4. I, Pramod Raju, am the Executive Vice President and Chief Financial Officer, ATW of Big Tex Trailer World, Inc., d/b/a Big Tex Trailers, and as such, am authorized by Big Tex Trailer World, Inc., d/b/a Big Tex Trailers to enter into this Consent Decree for and on its behalf.

5. I further state that Defendant, Big Tex Trailer World, Inc., d/b/a Big Tex Trailers has been represented by counsel in this case, and that the terms of this Consent Decree have been explained to me to my satisfaction, and are fully understood by me.

Big Tex Trailer World, Inc., d/b/a Big Tex Trailers.

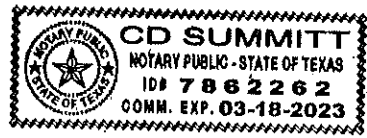
By 
Pramod Raju
Executive Vice President and
Chief Financial Officer, ATW

1 State of Texas)
2 County of Dallas) SS.
3)

4 SUBSCRIBED AND SWORN to before me this 19th day of AUGUST,
5 2020, by CONNIE D SUMMITT

CD SUMMITT
Notary Public

6 My Commission Expires: 3-18-2023



7 APPROVED AS TO FORM AND CONTENT:
8

9 Defendant, Big Tex Trailer World, Inc.
10 d/b/a Big Tex Trailers

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

11 By [Signature]
12 Pramod Raju
13 Executive Vice President and
14 Chief Financial Officer, ATW
15 Defendant, Big Tex Trailer World,
16 Inc. d/b/a Big Tex Trailers

By s/Alexandra J. Gill
Alexandra J. Gill
Tibor Nagy, Jr.
Attorneys for Defendant

17 Date: 8/19/20

Date: August 17, 2020

18
19 MARK BRNOVICH
20 Attorney General

21 By [Signature]
22 Leslie Ross
23 Assistant Attorney General
24 Attorneys for Plaintiff State of
25 Arizona

26 Date: 8/26/20