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and on behalf of all others similarly situated.

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DANNY GALINDO, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ARIZONA SHOWER DOORS, LLC; and DOES
1 through 20, inclusive,

Defendants.

Case No. CVRI2201284

*Assigned for all purposes to:
Hon. Craig Riemer
Dept. 1*

JOINT STIPULATION OF SETTLEMENT

1 **LITTLER MENDELSON, P.C.**
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3 Andrew H. Woo
4 5200 North Palm Avenue, Suite 302
5 Fresno, California 93704
6 Telephone: (559) 244-7500
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11 Attorneys for Defendant Arizona Shower Doors, LLC
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiff Danny Galindo (“Named Plaintiff”), the
7 Class Members, and Aggrieved Employees, on the one hand, and Defendant Arizona Shower Doors,
8 LLC (“Arizona Shower” or “Defendant”), on the other hand. Named Plaintiff and Defendant
9 collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Hundred Seventy-Five
12 Thousand Dollars and Zero Cents (\$375,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff
15 and the Class Members as set forth herein.

16 **ARTICLE I**

17 **DEFINITIONS**

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: Danny Galindo, individually and on
21 behalf of all others similarly situated, v. Arizona Shower Doors, LLC; and DOES 1 through 20,
22 inclusive,” Case No. CVRI2201284, commenced on April 4, 2022, in the Superior Court of the State
23 of California for the County of Riverside.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

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- 1 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:
2 AEGIS LAW FIRM, PC
3 Kashif Haque
4 Samuel A. Wong
5 Jessica L. Campbell
6 Carolyn M. Bell
7 Jamie M. Loos
8 9811 Irvine Center Drive, Suite 100
9 Irvine, California 92618
10 Telephone: (949) 379-6250
11 Facsimile: (949) 379-6251
- 12 e. "Class List" means a list based on Defendant's business records that identifies each
13 Class Member's name, last known home or mailing address, Social Security number or, as
14 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
15 Workweeks worked during the Class Period.
- 16 f. "Class Member(s)" means all members of the Class.
- 17 g. "Class Period" means October 8, 2017 through March 19, 2023.
- 18 h. "Court" means the California Superior Court for the County of Riverside, where the
19 Action is currently pending.
- 20 i. "Defendant" means Defendant Arizona Shower Doors, LLC.
- 21 j. "Defense Counsel" means counsel for Defendant:
- 22 k. **LITTLER MENDELSON, P.C.**
23 Irene V. Fitzgerald
24 Andrew H. Woo
25 5200 North Palm Avenue, Suite 302
26 Fresno, California 93704
27 Telephone: (559) 244-7500
28 Facsimile: (559)244-7525
- l. "Disposition" means the method by which the Court approves the terms of the
Settlement and retains jurisdiction over its enforcement, implementation, construction,
administration, and interpretation.
- m. "Effective Date" shall mean the date by which the settlement is approved by the Court
and that approval becomes final. The approval becomes final when the later of the following events
occur: (a) the period for filing any appeal, writ, or other appellate proceeding opposing the settlement
approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b)

1 any appeal, writ, or other appellate proceeding opposing the settlement approval has been dismissed
2 finally and conclusively with no right by any appellant or objector to pursue further remedies or
3 relief; or (c) any appeal, writ, or other appellate proceeding has upheld the settlement approval with
4 no right by any appellant or objector to pursue further remedies or relief.

5 n. “Final Order Approving Settlement of Class and Representative Action” or “Final
6 Order” means the final formal court order signed by the Court following the Final Fairness and
7 Approval Hearing in accordance with the terms herein, approving this Agreement.

8 o. “Gross Settlement Amount” means Three Hundred Seventy-Five Thousand Dollars
9 and Zero Cents (\$375,000.00) to be paid by Defendant as provided by this Agreement to settle this
10 Action. All payments to the Class, administration costs, attorney’s fees and costs, Incentive Awards,
11 and the PAGA Settlement Amount, pursuant to Section 3.06(a) below, shall be paid out of the Gross
12 Settlement Amount. The employer’s share of payroll taxes arising from the payments made under
13 this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement
14 Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)
15 below. No part of the Gross Settlement Amount shall revert to Defendant.

16 p. “Incentive Awards” means a monetary amount of up to Ten Thousand Dollars
17 (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work
18 in prosecuting the Action on behalf of Class Members, and for his general release of claims.

19 q. “Individual Settlement Payment(s)” means each Participating Class Member’s
20 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
21 by the calculations provided in this Agreement.

22 r. “LWDA” means The State of California Labor and Workforce Development Agency.

23 s. “LWDA Payment” means 75% of the \$20,000.00 allocated to the settlement of PAGA
24 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
25 this Agreement, as provided for below.

26 t. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
27 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
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1 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
2 to enter a Final Order in this Action.

3 u. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
4 including any evidence as may be required for the Court to grant preliminary approval of the
5 Settlement as required by Rule 3.769 of the California Rules of Court.

6 v. “Named Plaintiff” means Danny Galindo.

7 w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
8 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and PAGA
9 Settlement Amount, pursuant to Section 3.06(a)-(f) below.

10 x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
11 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
12 to Section 3.04(b) below.

13 y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
14 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

15 z. “PAGA” means the California Private Attorneys General Act of 2004, which is
16 codified in California Labor Code §§ 2698 *et seq.*

17 aa. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
18 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
19 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00),
20 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
21 Payment, and the remaining 25% will be distributed to PAGA Group Members.

22 bb. “PAGA Group Members” means all Class Members employed by Defendant at any
23 time between April 4, 2021 through March 19, 2023 (“PAGA Period”).

24 cc. “Participating Class Member(s)” is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

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1 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 gg. "Released Parties" means Defendant Arizona Shower Doors, LLC, Glass Technology
9 Concepts, LLC, MPE GTC Holdings, L.P., GTC Blocker, LLC, Siguler Gruff Hostplus II
10 (Dreamline) Blocker, LLC, Sigular Guff SB OF III (Dreamline) Blocker, LLC, Aberdeen MPE
11 Blocker, LLC (DE), AGB Operating LLC, and American Bath Group, LLC, as well as their owners,
12 employees, officers, directors, and agents.

13 hh. "Response Deadline" means the deadline by which Class Members must postmark or
14 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
15 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
16 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
17 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
18 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
19 mailing.

20 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
21 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
22 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
23 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
24 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for their Incentive
25 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
26 Settlement Amount.

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jj. “Settlement Administrator” means ILYM Group, Inc. which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Effective Date does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Effective Date does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Jill Sperber to resolve the dispute.

7 **ARTICLE III**

8 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

9 The procedure for obtaining Court approval of and implementing this Agreement shall be as
10 follows:

11 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

12 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
13 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
14 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
15 Approval Date." Class Counsel shall prepare the Motion for Conditional Class Certification and
16 Preliminary Approval and provide Defense Counsel with a copy of all paperwork supporting the
17 motion at least three (3) days prior to filing it with the Court.

18 **Section 3.02: The Settlement Administrator**

19 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
20 Settlement Administrator, including but not limited to distributing and responding to inquiries about
21 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
22 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
23 and distributing them to Participating Class Members and PAGA Group Members, establishing and
24 maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the
25 Incentive Award check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing
26 authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of
27 this Agreement.
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1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than fourteen (14) business days after the later of (1) the Preliminary Approval Date
13 and (2) the date the Settlement Administrator provides Defendant with instructions to securely and
14 confidentially transmit the “Class List” to the Settlement Administrator via an electronic file transfer
15 protocol, Defendant will provide the Settlement Administrator with a “Class List” in electronic
16 format based on its business records, identifying the names of the Class Members, their last known
17 home addresses, Social Security numbers or, as applicable, other taxpayer identification number,
18 their dates of employment and weeks worked during the Class Period. The Settlement Administrator
19 shall keep the information in the Class List confidential, and shall not share it with anyone other than
20 Defendant and Defense Counsel.

21 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
22 Administrator will send Class Members, by first-class mail, at their last known address, the Court
23 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
24 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
25 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
26 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
27 Settlement Administrator will check all Class Member addresses against the National Change of
28 Address database and shall update any addresses before mailing. The Settlement Administrator will

1 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
2 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
3 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
4 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
5 Members shall not be required to submit claim forms in order to receive a proportional share of the
6 Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
8 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
9 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
11 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
12 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
13 that reasonable means be used to locate Class Members and that the Settlement Administrator be
14 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
15 Individual Settlement Payments to all Participating Class Members.

16 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
17 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
18 status report provided to the Parties.

19 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
20 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
21 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
22 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
23 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
24 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
25 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
26 procedures set forth in Section 3.06(f) below.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received. The declaration shall: (a) Describe both (i) the administrator's distribution of the notice, objection form, and exclusion form, and (ii) the results thereof. The declaration shall clearly distinguish between valid forms and any forms that are untimely, incomplete, or otherwise invalid; (b) Attach and authenticate (i) a copy of the final version of the notice and of all forms enclosed with it, including the objection form and the exclusion form; (ii) a copy of every objection received, and (iii) a copy of every exclusion form received. If the reasons stated on any objection form are in a language other than English, the administrator shall include a translation into English; (c) Describe (i) the services performed by the administrator to the date of the declaration, (ii) the time and expenses incurred to perform those services, and (iii) either the fee charged for those services or the agreed-upon flat fee; (d) Describe (i) the services to be performed by the administrator after the date of the declaration, (ii) the estimated time and expenses needed to perform those services, and (iii) either the estimated fee for those services or the agreed-upon flat fee.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will attempt to resolve the dispute based on the information provided to it. Any remaining, unresolved disputes will be decided by the Court, as the Court is the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period.

1 **b. Requests for Exclusion from Class**

2 In order for any Class Member to validly exclude himself or herself from the Class and this
3 Settlement (*i.e.*, to validly opt out), the Class Member must complete the Request for Exclusion form,
4 to be included with the Notice, and submit it to the Settlement Administrator, postmarked no later
5 than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the
6 Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how
7 to properly complete and timely submit the form to validly exclude himself or herself from the Class
8 and this Settlement (*i.e.*, opt out). The date of the initial mailing of the Notice Packet, and the date
9 the signed request for exclusion was postmarked, shall be conclusively determined according to the
10 records of the Settlement Administrator. Any Class Member who timely and validly requests
11 exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
12 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any
13 right to object, appeal, or comment thereon.

14 Any Class Member who fails to timely submit a Request for Exclusion shall automatically
15 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action
16 are determined by the Court's Final Order Approving Settlement of Class Action, and by the other
17 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
18 and/or released in this Agreement will be extinguished.

19 **c. Objections to Settlement**

20 For any Class Member to object to this Agreement, or any term of it, the person making the
21 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
22 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
23 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
24 a completed and timely Objection form, included with the Notice, which shall contain a written
25 statement of the grounds of objection, signed by the objecting Class Member or his or her attorney,
26 along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date
27 the signed Objection form was postmarked, shall be conclusively determined according to the records
28 of the Settlement Administrator. The Settlement Administrator shall send any objections it receives

1 to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
2 also, but are not required to, appear at the final approval hearing to object. The Court retains final
3 authority with respect to the consideration and admissibility of any Class Member objections.

4 **d. No Encouragement of Class Members**

5 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
6 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
7 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
8 Class Members.

9 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

10 If the number of workweeks between October 17, 2017 to March 19, 2023 exceeds 2,645 by
11 more than 10%, the GSA will increase pro rata per additional workweek at the rate of \$141.78 per
12 additional workweek.

13 **Section 3.05: Final Fairness and Approval Hearing**

14 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
15 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
16 and determine whether the Court should give it final approval, and (2) consider any objections made
17 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
18 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
19 Proposed Final Order Approving Settlement of Class Action.

20 **Section 3.06: Settlement Payment Procedures**

21 **a. Settlement Amount**

22 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
23 Gross Settlement Amount in the amount of Three Hundred Seventy-Five Thousand Dollars and Zero
24 Cents (\$375,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
25 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
26 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
27 Amount, and the Incentive Payments.

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1 Within sixty (60) calendar days after the later of (1) the Effective Date, (2) the date the
2 Settlement Administrator provides Defense Counsel with wire instructions for depositing the Gross
3 Settlement Amount and verbally verifies the authenticity of those wire instructions with Defense
4 Counsel by a telephone call prior to the transfer initiated by Defendant using the Settlement
5 Administrator's telephone number published on its known website, and (3) the Settlement
6 Administrator provides Defense Counsel with the amount of Defendant's share of employer-side
7 payroll taxes, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of
8 employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement
9 Administrator either directly or by sending the funds to the Settlement Administrator to be deposited
10 and distributed. The Settlement Administrator will use these funds to fund payment of the Individual
11 Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the
12 Incentive Awards, the LWDA Payment, and the Settlement Administration Costs.

13 Within ten (10) calendar days after receiving Defendant's payment, funding the Gross
14 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
15 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
16 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
17 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
18 search based on the National Change of Address Database to update and correct for any known or
19 identifiable address changes.

20 **b. Payment of Attorneys' Fees and Costs**

21 Via motions for approval, Class Counsel shall submit a request for an award of attorneys'
22 fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement
23 Amount, is One Hundred Twenty-Five Thousand Dollars and Zero Cents and Zero Cents
24 (\$125,000.00). Class Counsel shall also submit a request for an award of costs not to exceed Twenty
25 Thousand Dollars and Zero Cents (\$20,000.00). Such request for attorneys' fees and costs shall be
26 heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or
27 oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of
28 all documents submitted in support of their application for an award of attorneys' fees and costs.

1 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
2 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
3 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
4 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
5 the Effective Date. To the extent that the Court approves less than the amount of attorney's fees
6 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
7 will be reallocated to the Net Settlement Amount. The Parties and their respective counsel agree
8 that, to the extent the Court awards an amount for attorneys' fees and costs different than the amount
9 requested, that difference shall not constitute a material modification to this Agreement. If no
10 opposition was submitted to the Court regarding the amount of attorneys' fees and costs and the
11 Court nonetheless awards a different amount than the amount requested sua sponte, the Parties waive
12 all rights to appeal the amount awarded.

13 **c. Payment of Settlement Administration Costs**

14 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
15 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
16 Three Thousand Four Hundred and Fifty Dollars and Zero Cents (\$3,450.00).

17 **d. Payment of Incentive Award to Named Plaintiff**

18 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
19 Thousand Dollars and Zero Cents (\$10,000.00), the request for which Defendant will not object to
20 or oppose. The Incentive Award shall be paid out of the Gross Settlement Amount and shall not
21 constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent
22 that the Court approves less than the amount of incentive award that Class Counsel requests, the
23 difference between the requested and awarded amounts will be reallocated to the Net Settlement
24 Amount. The Parties and their respective counsel agree that, to the extent the Court awards an
25 amount for an Incentive Award different than the amount requested, that difference shall not
26 constitute a material modification to this Agreement. If no opposition was submitted to the Court
27 regarding the amount of the Incentive Award and the Court nonetheless awards a different amount
28 than the amount requested sua sponte, the Parties waive all rights to appeal the amount awarded.

1 Because it is the intent of the Parties that the Incentive Awards represent payment to Named
2 Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator will not
3 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
4 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
5 authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of claims made under PAGA, Class Counsel will request that the Court
8 approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement
9 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
10 Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%)
11 will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will
12 not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
13 Settlement Amount and shall be allocated solely as penalties. The Court’s adjustment, if any, of the
14 amount allocated to the PAGA Settlement Amount, will not invalidate this Agreement so long as the
15 entire PAGA Settlement Amount can be paid out of the Gross Settlement Amount and does not cause
16 Defendant to pay any amount in addition to the Gross Settlement Amount.

17 **f. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
24 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
25 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice
26 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
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1 individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 60% allocated to wages; 40% allocated to interest and penalties. The amounts
5 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
6 and all other authorized and required withholdings and shall be reported by W-2 forms. The
7 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
8 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
9 other than the tax withholdings customarily made from employees' wages and shall be reported by
10 IRS 1099 forms.

11 No later than ten (10) business days after receiving the Gross Settlement Amount from
12 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
13 Settlement Payments to Participating Class Members, which shall be negotiable for 180 days from
14 the date the checks are mailed. Any envelope transmitting a settlement distribution to a Class Member
15 shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
16 Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be
17 reduced by applicable employer and employee tax withholdings, and the Settlement Administrator
18 will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement
19 Administrator will issue a Form 1099 to the extent required by law for the interest and penalty
20 portions of the Individual Settlement Payments. Participating Class Members shall have 180 days
21 from the date their Individual Settlement Payment checks are dated to cash their Settlement checks.
22 If an Individual Settlement Payment has not been negotiated or cashed within 60 days from the date
23 of mailing, the Settlement Administrator shall mail a reminder postcard to the respective Class
24 Member(s). Any checks that are not cashed upon the expiration of that 180-day time period will be
25 void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the
26 name of the Class Member for whom the funds are designated.

27 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
28 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or

1 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
2 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
3 Settlement Administrator is unable to obtain a valid mailing address through this process, the
4 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
5 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.
6 Notwithstanding the aforementioned, if (i) any of the Class Members are current employees of
7 Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator
8 as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing
9 address, the Settlement Administrator shall arrange with the Defendant to have those distributions
10 delivered to the employees at their place of employment.

11 **g. Default on Payment.**

12 Defendant's failure to fund the Gross Settlement Amount within the time period set forth in
13 Section 3.06(a) shall be considered a default. In the event Defendant fails to timely fund the Gross
14 Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and
15 Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant
16 will have seven (7) days to cure the default and tender payment to the Settlement Administrator.

17 **h. No Credit Toward Benefit Plans.**

18 The Individual Settlement Payments made to Participating Class Members under this
19 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
20 calculate any additional benefits under any benefit plans to which any Class Members may be
21 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
22 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
23 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
24 Members may be entitled under any benefit plans.

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1 **ARTICLE IV**

2 **LIMITATIONS ON USE OF THIS SETTLEMENT**

3 **Section 4.01: No Admission**

4 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
5 Class should not have been certified in the Action. This Agreement is entered into solely for the
6 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
7 construed as an admission of liability or wrongdoing by Defendant.

8 **Section 4.02: Non-Evidentiary Use**

9 Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms, nor
10 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
11 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
12 including but not limited to, evidence of a presumption, concession, indication, or admission by any
13 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
14 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
15 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
16 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
17 released through this Agreement. Notwithstanding the terms herein, nothing in this Agreement shall
18 be interpreted to prevent third parties from offering this Agreement into evidence, nor shall this
19 Agreement be interpreted to predetermine its admissibility in litigation involving third parties.

20 **Section 4.03: Nullification**

21 The Parties have agreed to the certification of the Class encompassing all claims alleged in
22 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
23 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
24 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
25 is reversed, or declared or rendered void, then (i) this Agreement shall be considered null and void;
26 (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or
27 effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the
28 Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties

1 were willing to stipulate to class certification of all causes of action pled in the Action as part of the
2 Settlement will have no bearing on, and will not be admissible in connection with, the issue of
3 whether the Class should be certified by the Court in a non-settlement context in this Action or any
4 other action, and in any of those events, Defendant expressly reserves the right to oppose certification
5 of the Class.

6 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
7 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

8 **ARTICLE V**

9 **RELEASES**

10 **Section 5.01: Released Claims by Class Members**

11 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
12 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
13 any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period, and
14 any and all claims based upon the facts alleged in Named Plaintiff's Operative Complaint. These
15 claims are as follows: (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure
16 to provide meal periods (4) failure to permit rest periods (5) failure reimburse business expenses (6)
17 failure to provide accurate itemized wage statements (7) failure to pay wages timely during
18 employment (8) failure to pay all wages due upon separation of employment (9) violation of
19 California Business and Professions Code §§17200, *et seq.*, based on the preceding claims; and (10)
20 enforcement of Labor Code § 2698 *et seq.* ("Released Claims").

21 **Section 5.02: Released Claims by PAGA Group Members**

22 Upon the date of funding the GSA, Plaintiff and the State of California release the Released
23 Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the
24 operative complaint, which arose during the PAGA Period.

25 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

26 Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
27 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
28

1 and causes of action, of any nature arising from Named Plaintiff's employment with Defendant,
2 whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

3 Section 1542 of the California Civil Code provides as follows:

4 *"A general release does not extend to claims that the creditor or releasing*
5 *party does not know or suspect to exist in his or her favor at the time of*
6 *executing the release and that, if known by him or her, would have*
7 *materially affected his or her settlement with the debtor or released party."*

8 Plaintiff's general release provided herein is made with an express waiver and relinquishment
9 of any claim, right, or benefit under California Civil Code § 1542.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

13 The terms and provisions of this Agreement may be amended or modified only by an express
14 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
15 and approved by the Court.

16 **Section 6.02: Assignment**

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
19 consent of each other Party and their respective counsel. The representations, warranties, covenants,
20 and agreements contained in this Agreement are for the sole benefit of the Parties under this
21 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

22 **Section 6.03: Governing Law**

23 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
24 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
25 of laws.

26 **Section 6.04: Entire Agreement**

27 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
28 contains the entire understanding of the Parties with respect to the subject matter contained herein.

1 In case of any conflict between text contained in Articles I through VI of this Agreement and text
2 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
3 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
4 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
5 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
6 supersedes all prior agreements and understandings among the Parties with respect to the settlement
7 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
8 prior agreements or proposals.

9 **Section 6.05: Waiver of Compliance**

10 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
11 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
12 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
13 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
14 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
15 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16 **Section 6.06: Counterparts and Fax/PDF Signatures**

17 This Agreement, and any amendments hereto, may be executed in any number of counterparts
18 and any Party and/or their respective counsel may execute any such counterpart, each of which when
19 executed and delivered shall be deemed to be an original. All counterparts taken together shall
20 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
21 signature.

22 **Section 6.07: Meet and Confer Regarding Disputes**

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, a representative of Class Counsel and a
25 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
26 to submitting such disputes to the Court.

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1 **Section 6.08: Agreement Binding on Successors**

2 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
3 of each of the Parties.

4 **Section 6.09: Cooperation in Drafting**

5 The Parties have cooperated in the negotiation and preparation of this Agreement. This
6 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
7 was the drafter or participated in the drafting of this Agreement.

8 **Section 6.10: Fair and Reasonable Settlement**

9 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
10 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
11 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
12 further believe that the Settlement is consistent with public policy, and fully complies with applicable
13 law.

14 **Section 6.11: Headings**

15 The descriptive heading of any section or paragraph of this Agreement is inserted for
16 convenience of reference only and does not constitute a part of this Agreement and shall not be
17 considered in interpreting this Agreement.

18 **Section 6.12: Confidentiality**

19 The Parties agree to keep the terms of this Settlement that do not appear in the public record
20 confidential. Notwithstanding the aforementioned, Class Counsel shall be permitted to: (a) identify
21 themselves as counsel of record for Plaintiff in this Action, without disclosing any terms of the
22 settlement agreement; (b) provide information regarding the terms of the settlement agreement only
23 if required by a court of competent jurisdiction; and (c) provide information regarding the terms of
24 the settlement agreement only if otherwise required by law. This paragraph does not restrict Class
25 Counsel's communications with Class Members in accordance with Class Counsel's ethical
26 obligations owed to Class Members.

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1 **Section 6.12: Notice**

2 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
3 communications under this Agreement must be in writing and addressed as follows:

4 *To Named Plaintiff and the Class:*

5 Kashif Haque
6 Samuel A. Wong
7 Jessica L. Campbell
8 Carolyn M. Bell
9 Jamie M. Loos
10 AEGIS LAW FIRM, PC
11 9811 Irvine Center Drive, Suite 100
12 Irvine, California 92618
13 Telephone: (949) 379-6250
14 Facsimile: (949) 379-6251

15 And

16 *To Defendant:*

17 Irene V. Fitzgerald
18 Andrew H. Woo
19 **LITTLER MENDELSON, P.C.**
20 5200 North Palm Avenue, Suite 302
21 Fresno, California 93704
22 Telephone: (559) 244-7500
23 Facsimile: (559)244-7525

24 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

25 To the extent consistent with class action procedure, this Agreement shall be enforceable by
26 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
27 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
28 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover

1 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
2 fees incurred in connection with any enforcement actions.

3 **Section 6.14: Mutual Full Cooperation**

4 The Parties agree fully to cooperate with each other to accomplish the terms of this
5 Agreement, including but not limited to the execution of such documents, and the taking of such
6 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
7 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
8 terms. In the event the Parties are unable to reach agreement on the form or content of any document
9 needed to implement the Settlement, or on any supplemental provisions that may become necessary
10 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

11 **Section 6.15: Authorization to Act**

12 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
13 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
14 required to effectuate the terms of this Agreement, except for signing documents, including but not
15 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
16 represents and warrants that the individual executing this Agreement on its behalf has the full right,
17 power, and authority to enter into this Agreement and to carry out the transactions contemplated
18 herein.

19 **Section 6.16: No Reliance on Representations**

20 The Parties have made such investigation of the facts and the law pertaining to the matters
21 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
22 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
23 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
24 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
25 to any other matters. No representations, warranties, or inducements, except as expressly set forth
26 herein, have been made to any party concerning this Agreement.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ DANNY GALINDO

By: _____
Named Plaintiff

Dated: _____ ARIZONA SHOWER DOORS, LLC

By: _____
(Signature)

_____ Andy Iverson
(Printed Name)

_____ General Counsel
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____ AEGIS LAW FIRM, PC

By: _____
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Carolyn M. Bell
Jamie M. Loos
Attorneys for Named Plaintiff Danny
Galindo

Dated: _____ LITTLER MENDELSON, P.C.

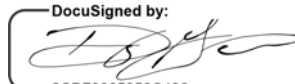
By: _____ *Andrew H. Woo*
Irene V. Fitzgerald
Andrew H. Woo
Attorneys for Defendant Arizona Shower
Doors, LLC

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/26/2023 | 4:06 PM PDT

DANNY GALINDO

By: 
Named Plaintiff

Dated: _____

ARIZONA SHOWER DOORS, LLC

By: _____
(Signature)

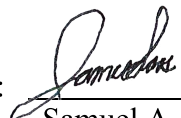
(Printed Name)

(Title)

APPROVED AS TO FORM ONLY:

Dated: 6/26/23

AEGIS LAW FIRM, PC

By: 
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Carolyn M. Bell
Jamie M. Loos
Attorneys for Named Plaintiff Danny Galindo

Dated: _____

LITTLER MENDELSON, P.C.

By: _____
Irene V. Fitzgerald
Andrew H. Woo
Attorneys for Defendant Arizona Shower Doors, LLC