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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jane V.; John A.; John E.; Jane F.; John D.;
John M.; Jane N.; and John W.;
individually and on behalf of all others
similarly situated,,

Plaintiff,

v.

Motel 6 Operating L.P., a limited
partnership; G6 Hospitality LLC, a limited
liability company, dba Motel 6; and Does
1-10,

Defendant.

No. 2:18-cv-00242-DGC

**JOINT MOTION FOR AN ORDER
(1) GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, (2)
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, (3)
APPOINTING CLASS
REPRESENTATIVES AND CLASS
COUNSEL, (4) APPROVING
NOTICE PLAN, AND (5) SETTING
FINAL APPROVAL HEARING**

1 **I. INTRODUCTION**

2 The Parties seek preliminary approval of their proposed class action settlement.¹
 3 The settlement results from negotiations between the Parties and the use of a respected
 4 mediator, and resolves Plaintiffs' claims for significant relief. Specifically:

- 5 • Defendants will pay (a) \$50 in damages to guests at Motel 6's Operated
 6 Locations whose Guest Information was shared with Federal Immigration
 7 Authorities, up to a class-wide total of \$1,000,000; (b) \$1000 in damages to
 8 each Class Member questioned by Federal Immigration Authorities during
 9 his or her stay, up to a class-wide total of \$1,000,000; and (c) an amount of
 10 at least \$7,500 to each Class Member who was placed in immigration
 11 removal proceedings in connection with their encounter with Federal
 12 Immigration Authorities during his or her stay, up to a class-wide total of
 13 \$5,600,000.
- 14 • Defendants will maintain a policy, enforceable through a two year consent
 15 decree, that they shall not share Guest Information with Federal Immigration
 16 Authorities without a judicially enforceable warrant or subpoena, except in
 17 exigent circumstances.

18 The proposed settlement satisfies all the criteria for preliminary approval under
 19 federal law. Accordingly, Plaintiffs request that the Court conditionally certify the
 20 proposed Settlement Class, and the Parties request that the Court preliminarily approve the
 21 settlement, approve and direct distribution of notice in the form presented in the exhibits
 22 filed with this motion, and approve the schedule for the Final Approval Hearing.

23 **II. FACTUAL AND PROCEDURAL BACKGROUND**

24 On January, 24, 2018, Plaintiffs filed a class action complaint in the United States
 25 District Court for the District of Arizona against Motel 6 Operating L.P. and G6
 26 Hospitality LLC ("Defendants"). ECF. No. 1. Plaintiffs allege that Defendants employed

27
 28 ¹ All initial-capped words refer to the terms and definitions in the settlement agreement ("Agreement").

1 a corporate policy at motels they own and operate to provide Guest Information at the
2 request of Federal Immigration Authorities. *Id.* Plaintiffs' putative class action complaint
3 challenges Defendants' alleged policy as discriminatory, unconstitutional, and violative of
4 state laws protecting consumers. On May 8, 2018, Defendants filed an answer and
5 defenses to the class action complaint, denying any wrongdoing or violation of the law.
6 ECF. No. 23.

7 The Agreement is the product of vigorous, adversarial, and competent
8 representation of the Parties and substantive negotiations throughout the pendency of this
9 litigation. The Parties began negotiations in earnest on or about March 8, 2018, when the
10 Parties met to discuss their views of the case. Declaration of Andres Holguin-Flores
11 ("Holguin-Flores Decl.") ¶ 6. On June 15, 2018, the Parties engaged in a day-long
12 mediation with Martin F. Scheinman, Esq., an independent and respected neutral, as a
13 professional mediator, which resulted in a tentative settlement. Agreement, attached as
14 Exhibit A to [Proposed] Order, § IV.C. No trial date has been set and the Parties have not
15 appeared for a Case Management Conference.

16 Plaintiffs' counsel believe they could make a strong showing of why they should
17 succeed on the merits of their claims. Based on diligent effort, Plaintiffs' counsel has been
18 aware of the attendant strengths, risks, and uncertainties of their case during the course of
19 this litigation and settlement negotiations. Holguin-Flores Decl. ¶ 8. Defendants, on the
20 other hand, vigorously deny any wrongdoing or liability and contend that they would be
21 wholly successful in defeating Plaintiffs' claims at or before trial. Defendants deny that
22 they had or employed a policy and/or practice that was discriminatory, unconstitutional or
23 violative of any state laws. Agreement § XIV.A.

24 While both sides robustly contest the issues, the Parties appreciate the costs and
25 uncertainty attendant to any litigation and have agreed to the proposed Agreement. *Id.*
26 Plaintiffs' counsel entered into the Agreement after considering, among other things: (i)
27 the substantial benefits to Class Members under the terms of the settlement; (ii) the
28 uncertainty and expense of being able to prevail through trial and on appeal; (iii) the

1 attendant risks, difficulties, and delays inherent in complex actions such as this; and (iv)
 2 the desirability of consummating this settlement promptly to provide substantive relief to
 3 Class Members without unnecessary delay and expense. Holguin-Flores Decl. ¶ 8.

4 **III. SUMMARY OF THE SETTLEMENT**

5 **A. Proposed Class Definitions and Monetary Relief**

6 For purposes of equitable relief and monetary damages under Federal Rules of Civil
 7 Procedure 23(b)(2) and (b)(3), respectively, the classes represented by Plaintiffs and the
 8 monetary damages they will be provided are as follows:

- 9 • A Primary Class, consisting of all persons who stayed at an Operated
 10 Location between February 1, 2017, and November 2, 2018, and whose
 11 Guest Information was provided to Federal Immigration Authorities by
 12 Defendants' employees, except those who file a timely request to opt-out of
 13 the monetary damages provisions. Defendants will pay \$50 to each member
 14 of the Primary Class who is not also a member of either Class 2 or Class 3
 15 who makes a legitimate claim, up to a class-wide total of \$1,000,000.
- 16 • Class 2, consisting of all persons who are not members of Class 3 who were
 17 questioned and/or interrogated by Federal Immigration Authorities at an
 18 Operated Location as a result of a Primary Class member's Guest
 19 Information being provided to Federal Immigration Authorities, except those
 20 who file a timely request to opt-out of the monetary damages provisions.
 21 Defendants will pay \$1,000 to each member of Class 2 who makes a
 22 legitimate claim, up to a class-wide total of \$1,000,000.
- 23 • Class 3, consisting of all persons who were placed in immigration removal
 24 proceedings in connection with their encounter with Federal Immigration
 25 Authorities at an Operated Location as a result of a Primary Class member's
 26 Guest Information being provided to Federal Immigration Authorities,
 27 except those who file a timely request to opt-out of the monetary damages
 28 provisions. Defendants will pay each class member of Class 3 who makes a

legitimate claim an amount not less than \$7,500, to be determined by the claims administrator in consultation with Class Counsel, up to a class-wide total of \$5,600,000.

Agreement § VII.A.1 & XII.A.1-3. Claims will be evaluated as to membership in the Primary Class based on whether it can reasonably be determined from Defendants' records and the information provided in the claim form that the claimant's Guest Information was provided to Federal Immigration Authorities. *Id.* § XII.N.1. Membership in Class 2 or Class 3 will be based on whether it can reasonably be determined from Defendants' records and information provided in the claim form that their encounter with Federal Immigration Authorities at an Operated Location was a result of a Primary Class Member's Guest Information being provided to Federal Immigration Authorities. *Id.* at § XII.N.3.

Any unclaimed funds dedicated to Classes 2 and 3 remaining in the Settlement Account will be included in a *cy pres* fund to be distributed to a non-profit organization or organizations approved by the Court. *Id.* at § XII.P. The Parties have agreed to propose Florence Immigrant & Refugee Rights Project, Northwest Immigrant Rights Project, National Immigrant Justice Center, and TheDream.US, allocating 40% to each of the former two and 10% to each of the latter two. Holguin-Flores Decl. ¶ 9.

B. Equitable Relief

a. Injunctive Relief

Defendants agree to injunctive relief whereby they institute, implement, and maintain the following practices and procedures ("the Policy"): First, Defendants must establish a 24-Hour Hotline to assist their employees when the employees receive any request for Guest Information from Federal Immigration Authorities. Agreement § X.A.1.a. Second, Defendants must not share Guest Information with Federal Immigration Authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is at risk of serious

1 bodily injury or death. *Id.* at § X.A.1.b.i. Third, Defendants must establish a brand
 2 standard prohibiting Franchised Properties from providing Guest Information to Federal
 3 Immigration Authorities, except in the same exigent circumstances described above. *Id.* at
 4 § X.A.1.b.v. Fourth, all warrants or subpoenas presented by Federal Immigration
 5 Authorities must be sent to the Defendants' legal department or other individuals who have
 6 been trained to comply with the Policy. *Id.* at § X.A.1.b.ii. Fifth, Defendants must create
 7 an online mechanism for Guests to report when they believe that the Policy has been
 8 violated in any manner. *Id.* at § X.A.1.b.iv.

9 Defendants will also train employees at Operated Locations who have the ability to
 10 make a guest list available to understand their responsibilities with regard to the above
 11 Policy. *Id.* at § X.A.2.ii. The Agreement provides that this equitable relief will be entered
 12 as a two-year consent decree, providing the Court with jurisdiction to enter all orders
 13 necessary to implement the relief provided. *Id.* at §§ VI, VII.

14 **b. Dispute Resolution and Enforcement Procedures**

15 The Parties have agreed that Martin F. Scheinman, Esq., is to be appointed as
 16 Settlement Administrator with authority to resolve all disputes arising under the
 17 Agreement. *Id.* at § X.B.1-2. The Parties have also agreed to extensive dispute resolution
 18 procedures. *See generally id.* at § X.B.3-7.

19 **C. Costs of Notice and Attorneys' Fees**

20 Defendants agree to pay the costs of notice to class members and claims
 21 administration, not to exceed \$1,000,000.00. Arden Claims Service will conduct class
 22 notice and claims administration in consultation with the Parties, and will invoice
 23 Defendants directly for its fees and costs. Agreement § XII.A.5-6. Defendants have
 24 further agreed to pay Class Counsel an award of reasonable attorneys' fees, litigation
 25 expenses, and costs in the amount of \$300,000.00. *Id.* at § XIII.A.

1 **IV. THE COURT SHOULD CONDITIONALLY CERTIFY THE CLASS²**

2 A proposed class may be certified for settlement purposes if it satisfies Federal Rule
3 of Civil Procedure 23(a), “namely: (1) numerosity, (2) commonality, (3) typicality, and (4)
4 adequacy of representation.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir.
5 1998). In consumer class actions, doubts on certifying a class should be resolved in favor
6 of certification. *See City P’ship Co. v. Jones Intercable, Inc.*, 213 F.R.D. 576, 581 (D.
7 Colo. 2002).

8 Additional requirements for class settlements will take effect under amendments to
9 Rule 23 effective December 1, 2018. Under the amendments, notice must be directed to
10 class members who would be bound by the proposal if approval of the settlement and
11 certification of the class are shown to be likely. Fed. R. Civ. P. 23(e)(1)(B) (Dec. 2018).
12 The court must consider whether “the class representatives and class counsel have
13 adequately represented the class,” “the proposal was negotiated at arm’s length,” “the
14 relief provided for the class is adequate,” and the proposal treats class members equitably
15 relative to each other. *Id.* 23(e)(2). The settlement here meets the requirements of both the
16 current and amended versions of the rule.

17 **A. The Proposed Class Satisfies Rule 23(a)**

18 **1. Numerosity**

19 Rule 23(a)(1) requires the class to be “so numerous that joinder of all members is
20 impracticable.” Generally, classes of forty or more are sufficiently numerous. *Harris v.*
21 *Palm Springs Alpine Estates*, 329 F.2d 909 (9th Cir. 1964). Defendants stipulate that the
22 Primary Class contains thousands of members. Given the number of requests that Federal
23 Immigration Authorities made for Guest Information it would be reasonable to conclude
24

25
26 ² Defendants submit that if this case were litigated, they would defeat class certification,
27 and do not join this section of the brief or any part of this motion insofar as it argues that
28 the law or facts warrant certification, except with respect to their stipulation as to the size
of the Primary Class. Solely for purposes of settlement, however, they do not oppose the
motion for conditional certification and Part IV of this Memorandum.

1 that this element is satisfied for Class 2 and Class 3 as well.³ *See Newberg on Class*
 2 *Actions* § 3.3 (4th ed.2002) (where “the exact size of the class is unknown, but general
 3 knowledge and common sense indicate that it is large, the numerosity requirement is
 4 satisfied”). Therefore, the classes are sufficiently numerous such that joinder of all
 5 individual claimants would be impracticable.

6 2. Commonality

7 Rule 23(a)(2) requires “questions of law or fact common to the class.” “All
 8 questions of fact and law need not be common,” however: “The existence of shared legal
 9 issues with divergent factual predicates is sufficient, as is a common core of salient facts
 10 coupled with disparate legal remedies....” *Hanlon*, 150 F.3d at 1019. “In the Ninth
 11 Circuit, the requirements of Rule 23(a)(2) are construed ‘permissively.’” *Quintero v.*
 12 *Mulberry Thai Silks, Inc.*, No. C 08-02294 MHP, 2008 WL 4666395, at *3 (N.D. Cal. Oct.
 13 22, 2008) (quoting *Hanlon*, 150 F.3d at 1019). In addition, all class members must “‘have
 14 suffered the same injury.’” *Wal-Mart Store, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)
 15 (internal citation omitted). All class members here are (1) individuals whose Guest
 16 Information was provided to Federal Immigration Authorities in the form of guest lists that
 17 did not differentiate between or categorize guests or (2) individuals who were interrogated
 18 and/or placed in immigration removal proceedings as a result of Guest Information being
 19 provided to Federal Immigration Authorities. *See supra* Part III.A; *see generally* ECF No. 23
 20 at 1-2. Class Members and subclass members therefore share a common injury and set of
 21 legal issues. *See id.*

22 3. Typicality

23 Rule 23(a)(3) sets a “permissive standard”; named plaintiffs’ claims are typical if
 24 they are “reasonably co-extensive with those of absent class members.” *Hanlon*, 150 F.3d
 25 at 1020. Representative plaintiffs must also be a member of the class they seek to
 26 represent. *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 156 (1982). Here, the proposed
 27

28 ³ The Parties cannot estimate the number of members of Class 2 or Class 3.

1 Class Representatives have claims typical to the Settlement Class, because Defendants’
 2 records indicate that six are members of the Primary Class (all except Jane F. and Jane N.);
 3 in addition, one is a member of Class 2 (Jane F.), and seven are members of Class 3 (all
 4 except Jane F.). *See* Compl. ¶¶ 17-43.

5 4. Adequacy of Representation

6 Rule 23(a)(4) requires that Class Representatives “fairly and adequately protect the
 7 interests of the class.” This requires resolving two issues: (1) whether the Class
 8 Representative has interests in conflict with the proposed Class; and (2) the qualifications
 9 and competency of proposed class counsel. *In re Live Concert Antitrust Litig.*, 247 F.R.D.
 10 98, 118 (C.D. Cal. 2007). Regarding qualifications of counsel, the Court should analyze
 11 “(i) the work counsel has done in identifying or investigating potential claims[:];... (ii)
 12 counsel’s experience in handling class actions, other complex litigation, and the types of
 13 claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the
 14 resources that counsel will commit to representing the class.” Fed. R. Civ. P. 23(g)(1)(A).

15 Plaintiffs do not have interests that conflict with the proposed Settlement Classes.
 16 Plaintiffs allege that they, like all Class Members, contracted for hospitality services and
 17 had their Guest Information disclosed to Federal Immigration Authorities or were
 18 interrogated and/or placed in immigration removal proceedings as a result of Guest
 19 Information being provided to Federal Immigration Authorities. Compl. ¶¶ 46-58, 65.
 20 Plaintiffs’ counsel is amply qualified, as is evidenced by their thorough investigation and
 21 detailed Complaint and their extensive work in successfully mediating and negotiating the
 22 proposed Settlement. Holguin-Flores Decl. ¶¶ 3, 6-10, 12-21. Plaintiffs’ counsel has
 23 numerous years’ experience and demonstrated success in bringing class action claims.
 24 They will more than adequately protect Class Members’ interests. Holguin-Flores Decl. ¶¶
 25 12-21. Plaintiffs respectfully request the Court order that Plaintiffs’ counsel shall be Class
 26 Counsel pursuant to Rule 23(g)(1) and designate the Plaintiffs as Class Representatives for
 27 their respective classes (see *supra* Part IV.A.3).

B. The Proposed Class Also Satisfies Rule 23(b)(2)

Certification under Rule 23(b)(2) is appropriate where defendants have acted on “grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.”

Here, all Class Members are individuals whose Guest Information was provided to Federal Immigration Authorities in the form of guest lists that did not differentiate between or categorize guests, or individuals who were interrogated and/or placed in removal proceedings as a result of Guest Information having been provided to Federal Immigration Authorities. *Supra* Part III.A. The proposed injunctive relief prohibits Defendants from providing such information to Federal Immigration Authorities, and establishes additional policies and procedures as well as a mechanism for receiving and processing guest complaints. *Supra* Part III.B.

Plaintiffs’ request for monetary relief in this case is “incidental” to the Complaint’s primary claims for injunctive relief, as Plaintiffs’ primary objective is the injunctive relief establishing specific policies to ensure the conduct at issue will not recur. *Dukes*, 564 U.S. at 360; *see* Agreement § X.A. The monetary damages are secondary in that the compensation flows directly out of Defendants’ conduct that affected all class members. *See Dukes*, 564 U.S. at 364-65. The Court, therefore, should conditionally certify the Settlement Class under Rule 23(b)(2) for settlement purposes.

C. The Proposed Class Also Meets the Requirements of Rule 23(b)(3)

Certification under Rule 23(b)(3) is appropriate “whenever the actual interests of the parties can be served best by settling their differences in a single action.” *Hanlon*, 150 F.3d at 1022. Certification under Rule 23(b)(3) requires: (A) questions of law or fact common to the class predominate over questions affecting only individual members; and (B) a class action is superior to resolution by other available means. Fed. R. Civ. P. 23(b)(3); *True v. Am. Honda Motor Co.*, 749 F. Supp. 2d 1052, 1062 (C.D. Cal. 2010).

The predominance test is satisfied when common questions “present a significant aspect of the case and they can be resolved for all members of the class in a single

1 adjudication.” *Hanlon*, 150 F.3d at 1022. Here, Plaintiffs allege that Class Members are
 2 entitled to the same legal remedies, premised on the same alleged wrongdoing. Further,
 3 damages can be measured with a common methodology that is directly connected to the
 4 alleged wrong as described in the Agreement. *See Comcast Corp. v. Behrend*, 569 U.S. 27,
 5 34–38 (2013).

6 Class treatment is also the superior means to adjudicate Plaintiffs’ claims. When
 7 analyzing superiority, the court should consider: “(1) the interest of members of the class
 8 in individually controlling the prosecution ... of separate actions; (2) the extent and nature
 9 of any litigation concerning the controversy already commenced by ... members of the
 10 class; and (3) the desirability ... of concentrating the litigation ... in the particular forum.”
 11 *True*, 749 F. Supp. 2d at 1062.⁴ There are currently no other, duplicative class action cases
 12 here, but resolving any similar claims in one proceeding will preserve efficiency for the
 13 parties and judicial economy. It is neither economically feasible, nor judicially efficient,
 14 for thousands of potential Class Members to pursue their small claims against Defendants
 15 on an individual basis, *Deposit Guar. Nat’l Bank v. Roper*, 445 U.S. 326, 338-339 (1980),
 16 and continued litigation without class certification could potentially “dwarf potential
 17 recovery.” *Hanlon*, 150 F.3d at 1023.

18 **V. THE CRITERIA FOR PRELIMINARY APPROVAL ARE SATISFIED**

19 **A. Standard of Review**

20 It is well-settled that the law strongly “favors settlements... where complex class
 21 action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir.
 22 2008). Preliminary approval of a class settlement “is committed to the sound discretion of
 23 the trial judge,” but courts must give “proper deference to the private consensual decision
 24 of the parties,” because “the court’s intrusion upon what is otherwise a private consensual
 25 agreement negotiated between the parties . . . must be limited to the extent necessary to
 26 reach a reasoned judgment that the agreement is not the product of fraud[,] ...

27
 28 ⁴ A fourth factor—the difficulties of managing the class action—is not considered when
 certification is used only for purposes of settlement. *Id.* at n.12.

1 overreaching[,] ... or collusion,” and is fair, reasonable, and adequate. *Hanlon*, 150 F.3d
 2 at 1026-27; *see also Knight v. Red Door Salons, Inc.*, No. 08-1520 SC, 2009 WL 248367,
 3 at *4 (N.D. Cal. Feb. 2, 2009) (“The recommendations of Plaintiff’s counsel should be
 4 given a presumption of reasonableness.”) (citation and quotations omitted).

5 At the preliminary approval stage, a final analysis of the settlement’s merits is not
 6 required; “[p]reliminary approval of a settlement and notice to the proposed class is
 7 appropriate [i]f [1] the proposed settlement appears to be the product of serious, informed,
 8 noncollusive negotiations, [2] has no obvious deficiencies, [3] does not improperly grant
 9 preferential treatment to class representatives or segments of the class, and [4] falls
 10 with[in] the range of possible approval[.]” *Vasquez v. Coast Valley Roofing, Inc.*, 670 F.
 11 Supp. 2d 1114, 1125 (E.D. Cal. 2009) (citation and internal quotations omitted); *accord*
 12 *Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 363 (D. Ariz. 2009) (Campbell, J.); *see*
 13 *also* Fed R. Civ. P. 23(e)(2)(B)-(D) (Dec. 2018). All of the above factors are amply
 14 satisfied here.

15 **A. Arm’s Length Negotiations and Settlement**

16 If the terms of the settlement are fair, courts generally assume the negotiations were
 17 proper. *See In re GM Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785-86
 18 (3d Cir. 1995). As set forth below, there can be no question that the terms are fair. The
 19 Parties’ negotiations were also vigorous and contested, with both parties represented by
 20 experienced counsel. The Parties engaged in a series of informal, arm’s length discussions
 21 over a period of months before enlisting the services of an independent, professional
 22 mediator. Holguin-Flores Decl. ¶¶ 6-7. A full-day mediation resulted in a tentative
 23 settlement. Agreement § IV.C. These lengthy negotiations before a third party
 24 demonstrate that the Settlement was anything but collusive. *See, e.g., Adams v. Inter-Con*
 25 *Sec. Sys., Inc.*, No. C-06-5428 MHP, 2007 WL 3225466, at *3 (N.D. Cal. Oct. 30, 2007)
 26 (“The assistance of an experienced mediator ... confirms that the settlement is non-
 27 collusive.”).

28 **B. No Obvious Deficiencies or Preferential Treatment**

1 The Agreement provides relief to all Class Members whose records show
 2 had their Guest Information disclosed to Federal Immigration Authorities, and provides
 3 additional relief to Class Members who were questioned by Federal Immigration
 4 Authorities as a result of that disclosure. It provides for even more relief to those placed in
 5 removal proceedings in connection with that disclosure. Any persons who qualify
 6 for membership in Classes 2 and 3 are entitled to the same relief as the Class
 7 Representatives who are also within their subclass. Accordingly, the Agreement does not
 8 give preferential treatment to the Class Representatives. *See* Fed. R. Civ. P. 23(e)(2)(D)
 9 (Dec. 2018).

10 **C. Fair, Reasonable and Adequate Proposed Settlement**

11 Under Federal Rule of Civil Procedure 23(e), the Court must determine whether the
 12 proposed settlement is “fundamentally fair, adequate, and reasonable.” *Class Plaintiffs v.*
 13 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). The Ninth Circuit has established several
 14 factors that should be weighed when assessing whether a proposed settlement is fair,
 15 adequate and reasonable: (1) the strength of Plaintiff’s case; (2) the risk, expense,
 16 complexity, and likely duration of further litigation; (3) the risk of maintaining class action
 17 status throughout trial; (4) the amount offered in settlement; (5) the extent of discovery
 18 completed and the stage of the proceedings; (6) the experience and views of counsel; and
 19 (7) the reaction of the class members to the proposed settlement. *Hanlon*, 150 F.3d at
 20 1026.⁵ “Given that some of these factors cannot be fully assessed until the court conducts
 21 its fairness hearing, a full fairness analysis is unnecessary at [the preliminary approval]
 22 stage[.]” *West v. Circle K Stores*, No. CIV.S-04-0438 WBS GGH, 2006 WL 1652598, at
 23 *9 (E.D. Cal. June 13, 2006) (internal quotations and citations omitted). Although though
 24 these factors govern final approval, their review demonstrates that the Agreement merits
 25 preliminary approval.

26 ⁵ *See also* Fed. R. Civ. P. 23(e)(2)(C)&(D) (Dec. 2018). An additional factor is any
 27 agreement made in connection with the proposal. Fed. R. Civ. P. 23(e)(2)(C)(4)&(e)(3)
 28 (Dec. 2018). There is no agreement between the Parties not included in the materials filed
 with this motion.

1 **1. The Strength of Plaintiffs’ Case**

2 “The Court cannot and need not determine the merits of the contested ... issues at
3 this stage, and to the extent courts assess this factor, it is to determine whether the decision
4 to settle is a good value for a relatively weak case or a sell-out of an extraordinary strong
5 case.” *Misra v. Decision One Mortg. Co.*, No. SA CV 07-0994 DOC (RCx), 2009 WL
6 4581276, at *7 (C.D. Cal. Apr. 13, 2009) (internal citation and quotations omitted).
7 Plaintiffs’ counsel conducted a thorough investigation and engaged in intensive settlement
8 discussions. As a result, they negotiated with ample knowledge of the strengths and
9 weaknesses of their case. Holguin-Flores Decl. ¶ 8. While Plaintiffs are confident in the
10 strength of their claims, they recognize that Defendants have factual and legal defenses
11 that, if successful, would defeat or substantially impair the value of their claims. *See, e.g.*,
12 ECF. No. 23. “The Settlement eliminates these and other risks of continued litigation,
13 including the very real risk of no recovery....” *In re Nvidia Derivs. Litig.*, No. C-06-
14 06110-SBA (JCS), 2008 WL 5382544, at *3 (N.D. Cal. Dec. 22, 2008).

15 **2. Expense of Litigation; Risk of Maintaining Class Action Status**

16 Plaintiffs’ claims involve complex issues under the United States Constitution as
17 well as state law. The costs and risks associated with continuing to litigate this action
18 would require extensive resources and court time, including expert testimony and *Daubert*
19 motions. Moreover, a trial involving the claims of potentially thousands of potential class
20 members who stayed at numerous, geographically dispersed locations would require the
21 presentation of dozens of witnesses at a minimum. Any result would likely be appealed.
22 In contrast, the proposed Agreement will yield a certain, substantial, and prompt recovery
23 for the class. “Avoiding such a trial and the subsequent appeals in this complex case
24 strongly militates in favor of settlement....” *Nat’l Rural Telecomms. Coop v. DirecTV*,
25 221 F.R.D. 523, 527 (C.D. Cal. 2004); *see also* Fed. R. Civ. P. 23(e)(2)(C)(i) (Dec. 2018).

26 While Plaintiffs believe class treatment is appropriate, there is a genuine risk that
27 Plaintiffs may not be able to maintain class action status through trial. If the settlement is
28 not approved, Defendants will vigorously oppose class certification, including potentially

1 seeking decertification or appealing the certification. Settlement eliminates these risks and
 2 “there is much less risk of anyone who may have actually been injured going away empty-
 3 handed.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d, 1036, 1041-42 (N.D. Cal. 2007).

4 **3. Adequacy and Amount of Recovery**

5 The Agreement provides generous monetary relief for Class Members and achieves
 6 everything the Plaintiffs sought in their putative class action Complaint. Class Members
 7 who had *no* direct interaction with Federal Immigration Authorities during their stay at
 8 Motel 6 will receive \$50 (which is within the range many Motel 6 rooms cost for a night),
 9 while Class Members who were questioned by Federal Immigration Authorities during
 10 their stay at Motel 6 but were not subsequently placed in removal proceedings will receive
 11 \$1,000—far more than the value of their room for what could have been no more than a
 12 relatively short period of inconvenience. Agreement § XII.A.1-2. Finally, those who were
 13 placed in legal proceedings and forced to defend their presence in the United States will
 14 receive a minimum of \$7,500. *Id.* at § XII.A.3. These payments will be achieved without
 15 the delay or expense associated with further litigation. Further, any unclaimed funds
 16 allocated to the groups that directly interacted with Federal Immigration Authorities will
 17 be donated to organizations who, among other things, provide legal representation to
 18 immigrants forced to defend their presence in the United States. This monetary relief
 19 provides a significant recovery to the Settlement Class.⁶

20 The monetary awards will be distributed to Class Members who make claims
 21 determined to be valid by the Claims Administrator based on criteria identified *supra* Part
 22 III.A. The Claims Administrator shall request additional information where claim forms
 23 are not complete, and claimants shall be able to appeal a denial of their claim to the Claims
 24

25
 26 ⁶ Further, the injunctive relief provided for in the Settlement provides significant additional
 27 value, as it will prevent the alleged practices that Plaintiffs claim harmed consumers from
 28 reoccurring. *See Riker v. Gibbons*, No. 3:08-cv-00115-LRH-VPC, 2010 WL 4366012, at
 *4 (D. Nev. Oct. 28, 2010) (approving settlement for injunctive relief that “achieve[d] the
 goals of the lawsuit”).

1 Administrator. These procedures ensure that funds will be broadly distributed among
 2 Class Members. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii) (Dec. 2018).

3 Finally, the proposed attorneys’ fees award is miniscule in relation to the award to
 4 the class, which is more than twenty times higher. The award will not come out of funds
 5 allocated to the class, and will not be paid until after this Court has finally approved the
 6 proposal and any potential appeals are concluded. *See* Fed. R. Civ. P. 23()(2)(C)(iii) (Dec
 7 2018).

8 **4. The Stage of the Proceedings**

9 “[I]n the context of class action settlements, formal discovery is not ... necessary ...
 10 where the parties have sufficient information to make an informed decision about
 11 settlement.” *Linney v. Cellular Alaska P’Ship*, 151 F.3d 1234, 1239 (9th Cir. 1998)
 12 (citation and internal quotations omitted). This is especially true “where there has been
 13 sufficient information sharing and cooperation in providing access to necessary data....”
 14 *Misra*, 2009 WL 4581276, at *8. The Parties engaged in significant substantive
 15 discussions over a period of approximately four months before reaching a tentative
 16 settlement. Holguin-Flores Decl. ¶¶6-7, 9. These discussions followed extensive
 17 investigation by Plaintiffs’ counsel, and involved the Parties stipulating to key facts and
 18 figures critical to reaching settlement. *Id.* at ¶¶ 6-7. Plaintiffs’ counsel had sufficient
 19 information to make an informed decision about the terms of the Agreement.

20 **5. The Experience and Views of Counsel**

21 “Parties represented by competent counsel are better positioned than courts to
 22 produce a settlement that fairly reflects each party’s expected outcome in litigation.” *In re*
 23 *Pacific Enters. Secs. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Thus, “the Court should not
 24 without good cause substitute its judgment for [counsel’s].” *Boyd v. Bechtel Corp.*, 485 F.
 25 Supp. 610, 622 (N.D. Cal. 1979). Here, “[i]n addition to being familiar with the present
 26 dispute, Plaintiff[s]’ counsel has considerable expertise in . . . class action litigation.”
 27 *Knight*, 2009 WL 248367, at *4. Both MALDEF and the Ortega Law Firm have
 28 considerable experience litigating federal class actions, including before this Court, *e.g.*,

1 *Valenzuela v. Ducey*, No. CV-16-03072-PHX-DGC, 2018 WL 3069464 (D. Ariz. June 21,
 2 2018), and the Parties agreed to the proposed Agreement after vigorous negotiations on the
 3 terms and with the benefit of an experienced mediator. *Supra* Part II. Simply stated, there
 4 is nothing to counter the presumption that counsel's recommendation is reasonable.

5 **D. The Proposed Form of Class Notice and Notice Plan Satisfy Rule 23**

6 If the Court's *prima facie* review of the relief offered and notice provided by the
 7 Agreement are fair and adequate, it should order that notice be sent to the class. *Manual*
 8 *for Complex Litig., Fourth*, § 21.632 at 321. Notice of a class action settlement must be
 9 "the best notice that is practicable under the circumstances, including individual notice to
 10 all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B).
 11 "Notice is satisfactory if it generally describes the terms of the settlement in sufficient
 12 detail to alert those with adverse viewpoints to investigate and ... be heard." *Churchill*
 13 *Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (internal quotations and
 14 citation omitted).

15 The proposed notice plan constitutes the best notice practicable. *See* Agreement §
 16 XII.D. The notices are neutral, and written in an easy-to-understand clear language in both
 17 English and Spanish, giving potential class members (1) basic information about the
 18 lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of
 19 how Class Members can obtain those benefits; (4) an explanation of how Class Members
 20 can exercise their right to opt-out or object to the settlement; (5) an explanation that any
 21 claims against Defendants that could have been litigated in this action will be released if
 22 the Class Member does not opt out; (6) the names of counsel for the Class and information
 23 regarding attorney's fees; (7) the fairness hearing date; and (8) the settlement website
 24 where additional information can be obtained. *See* [Proposed] Order Exs. B-E.

25 The notice plan involves direct mailings to the individuals identified by Defendants'
 26 records as potential Class Members. Agreement § XII.C.1. Notice will also be provided
 27 in English and Spanish on MALDEF's Facebook and Twitter accounts. *Id.* at § XII.C.2.
 28 Further information will be available on a website established by the Claims

1 Administrator. Settlement Class members will have 60 days from mailing to opt out or
 2 object and an additional 15 days after submitting opt out requests to rescind those requests.
 3 *See id.* at § XII.F. This is sufficient time to give the Settlement Class members the
 4 opportunity to comment on and take part in the settlement. *Cf. Torrisi v. Tucson Elec.*
 5 *Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993) (approving class notice sent thirty-one days
 6 before objections deadline and forty-five days before final approval hearing).

7 The Parties propose the following timeline:

8 Event	Date
9 Preliminary Approval Granted	Day 1
10 Class Settlement Website Activated 11 Parties Provide Lists of Potential Class Members to Claims Administrators	Day 20
12 Notice is Posted to Facebook and Twitter	Day 30
Notice is Mailed	Day 60
13 Last Day to Postmark Opt Out or 14 Objection	30 days before Final Approval Hearing [Preferably Day 120]
15 Parties to File Motion for Final Approval	21 days before Final Approval Hearing [Preferably Day 129]
16 Last Day to Submit a Claim and to Rescind Opt Out	As set by the Court [Preferably Day 135]
17 Parties to File Brief Replying to 18 Objections Objectors File Notice of Intent to Appear	7 days before Final Approval Hearing [Preferably Day 143]
19 Final Approval Hearing	As set by the Court [preferably Day 150]
20 Completion of All Review of Claims and Appeals by Claims Administrator	Last Day to Submit a Claim +171 [Preferably Day 306]

21 Accordingly, the Parties request the Court schedule the Final Approval Hearing 150
 22 days after the order granting preliminary approval, or as soon thereafter as practical.

23 VI. CONCLUSION

24 For the foregoing reasons, the Parties respectfully request the Court grant the relief
 25 requested herein.
 26
 27
 28

1 DATED this 2nd day of November,
2 2018.

3 MEXICAN AMERICAN LEGAL
4 DEFENSE AND EDUCATION FUND,
5 INC.

6 By: /s/ Andrés Holguin-Flores
7 Thomas A. Saenz
8 Andrés Holguin-Flores
9 Nina Perales
10 Daniel R. Ortega, Jr.

11 *Attorneys for Plaintiffs*

12 SNELL & WILMER, LLP

13 By: /s/ Patricia Lee Refo with permission
14 Don Bivens
15 Patricia Lee Refo

16 MUNGER, TOLLES & OLSON, LLP

17 Donald B. Verrilli, Jr.
18 Michael B. DeSanctis
19 Christopher M. Lynch

20 VENABLE LLP

21 Peter J. Kadzik

22 *Attorneys for Defendants*
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on November 2, 2018, I electronically transmitted the attached documents to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all ECF registrants in this matter.

DATED: August 31, 2018

/s/ Andres Holguin-Flores

MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

SETTLEMENT AGREEMENT

I. INTRODUCTION

This Settlement Agreement (“Agreement”) is entered into by Defendants Motel 6 Operating L.P. and G6 Hospitality LLC, doing business as Motel 6 (“Defendants”), and John A., John D., John E., Jane F., John M., Jane N., Jane V., and John W. (“Plaintiffs”), proceeding pseudonymously, for the purpose of resolving the Action between them (collectively, Plaintiffs and Defendants shall be referred to as the “Parties”). This Agreement has been reached as a result of good faith negotiation supervised by a professional mediator.

II. PURPOSES OF SETTLEMENT

The Parties have entered into this Agreement for the following purposes:

A. To resolve all disputes covered by the litigation in such a way as to avoid further expense and protracted disputes between the Parties.

B. To create an efficient procedure for implementing equitable relief and monetary damages under the terms of this Agreement; and

C. To finally resolve all claims and defenses asserted in the Action.

III. DEFINITIONS

A. “Action” means *Jane V., et al v. Motel 6 Operating L.P., et al.*, D. Ariz. (Case No. 2:18-cv-00242-DGC).

B. “Best Efforts” means commercially reasonable efforts designed to comply with the specific objectives to which the efforts are directed.

C. “Claims Administrator” means Arden Claims Service in Port Washington, New York.

D. “Class Counsel” means the Mexican American Legal Defense and Educational Fund (“MALDEF”) and the Ortega Law Firm.

E. “Class Members” means each and every member of the Settlement Class.

F. “Class Period” means the period from February 1, 2017 through November 2, 2018.

1 G. “Class Representatives” or “Plaintiffs” means John A., John D., John E.,
2 Jane F., John M., Jane N., Jane V., and John W., proceeding pseudonymously.

3 H. “Court” means the United States District Court for the District of Arizona.

4 I. “Effective Approval” means the entry of this Agreement on the Final
5 Approval Date by the Court and either: (1) the expiration of the time for filing a direct
6 appeal from the Court’s approval of the Agreement, or (2) if a timely direct appeal is
7 filed, the final resolution of the appeal (including any requests for rehearing and/or
8 petitions for writ of certiorari), resulting in final judicial approval of the Agreement.

9 J. “Federal Immigration Authorities” means the following: United States
10 Department of Homeland Security Immigration and Customs Enforcement, Customs and
11 Border Patrol, Homeland Security Investigations, their officers, and any other federal law
12 enforcement officer from the Department of Homeland Security whose primary
13 responsibility is enforcement of federal immigration laws.

14 K. “Final Approval Date” means the date upon which the Court approves this
15 Agreement and after there has been: (a) notice to the Settlement Class; (b) opportunity to
16 opt out of the Settlement Class with respect to monetary damages; (c) opportunity to
17 submit a timely objection to the Agreement; (d) appropriate discovery regarding any such
18 timely objections; and (e) the Final Approval Hearing.

19 L. “Final Approval Hearing” means the hearing upon which the Court
20 considers the fairness of and whether to approve this Agreement and after there has been:
21 (a) notice to the Settlement Class; (b) opportunity to opt out of the Settlement Class with
22 respect to monetary damages; (c) opportunity to submit a timely objection to the
23 Agreement; and (d) appropriate discovery regarding any such timely objections.

24 M. “Final Approval Order” means the order by the Court entered approving the
25 Agreement after having conducted the Final Approval Hearing.

26 N. “Franchised Location” means any lodging facility in the United States
27 operated under the “Motel 6” brand name by a third party pursuant to a franchise
28 agreement with Defendants and their respective affiliates.

O. “Guest” means any individual with whom Defendants contract to use and/or occupy a guestroom in any Operated Location.

P. “Guest Information” means computer-generated guest lists and the information contained on them.

Q. “Incident Report” means documentation created by property level employees at Operated Locations after communication with Federal Immigration Authorities.

R. “Motel 6 Entities” means Defendants and each of their past and present employees, parents, subsidiaries, affiliates, officers, directors, agents, managers, owners, insurers, successors, and assigns and those in active concert or participation with them, or any of them.

S. “Operated Location” means any Motel 6 branded lodging facility operated by Defendants.

T. “Preliminary Approval Date” means the date upon which the Court enters an order preliminarily approving this Agreement, pending notice and opportunity to opt out of the Settlement Class with respect to monetary damages or submit objections to the Agreement, and a fairness hearing thereon.

U. “Preliminary Approval Order” means the order by the Court that preliminarily approves the Agreement, pending notice and opportunity to opt out of the Settlement Class with respect to monetary damages or submit objections to the Agreement, and a fairness hearing thereon.

V. “Release” means the release of claims as set forth in Section VIII of the Agreement.

W. “Settlement Administrator” means Martin F. Scheinman, Esq.

X. “Settlement Class” means the Primary Class, Class 2, and Class 3, collectively.

IV. LITIGATION BACKGROUND

A. On January, 24, 2018, eight Plaintiffs filed a class-action complaint in the United States District Court for the District of Arizona. Plaintiffs allege that Defendants

1 employ a corporate policy and/or practice to provide Guest Information to agents of
 2 Immigration and Customs Enforcement (“ICE”) and/or other Federal Immigration
 3 Authorities. Plaintiffs challenge Defendants’ alleged policy and/or practice as
 4 unauthorized disclosures of private information and as discriminatory, unconstitutional, a
 5 violation of state laws protecting consumers, and a violation of Defendants’ privacy
 6 policy.

7 B. On May 8, 2018, Defendants filed an answer and defenses to the class
 8 action complaint and denied any wrongdoing or violation of the law.

9 C. On June 15, 2018, the Parties engaged in a day-long mediation before
 10 Martin F. Scheinman, Esq., a professional mediator, as mediator. The mediation resulted
 11 in a tentative settlement.

12 D. On July 6, 2018, the Parties filed a joint certification with the Court that
 13 indicated that the Parties agreed to a tentative settlement that would resolve the Plaintiffs’
 14 and Class Members’ claims against Defendants.

15 **V. JURISDICTION**

16 The Parties stipulate that (i) the Court has jurisdiction over the Parties and subject
 17 matter of the Action; (ii) if the claims asserted in the Action were proven, the Court
 18 would have the authority to grant the equitable relief and monetary damages set forth in
 19 this Agreement; (iii) venue is proper in the United States District Court for the District of
 20 Arizona; (iv) the Court may retain jurisdiction of the Action during the duration of the
 21 Agreement solely for the purposes of entering all orders that may be necessary to
 22 implement the relief provided.

23 **VI. CONSENT DECREE, EFFECTIVE DATES AND DURATION OF** 24 **EQUITABLE PROVISIONS**

25 **A. Effective Dates and Duration**

26 Unless otherwise provided, the equitable provisions addressed in Sections X and
 27 XI in this Agreement are effective immediately upon the Final Approval Date and shall
 28 remain in effect for a period of two years (24 months) from that date.

1 **B. Consent Decree**

2 In addition to the Final Approval Order, the Parties shall request in connection
3 with the Final Approval Hearing that the Court enter a consent decree containing
4 Sections V, X, & XI of this Agreement, or substantively identical provisions. The
5 consent decree shall be operative for the term set forth in Section VI.A of this
6 Agreement. The consent decree shall also contain a provision terminating it
7 automatically on the election of either Party pursuant to Section IX.F of this Agreement.

8 **VII. SETTLEMENT CLASS**

9 **A. Monetary Damages**

10 1. For purposes of the monetary damages provided in this Agreement,
11 Plaintiffs shall request that the Court conditionally certify a “Primary Class” and two
12 additional classes (“Class 2” and “Class 3”) under Federal Rule of Civil Procedure
13 23(b)(3) as further defined in sections VII.A.1.a-c below. Defendants shall not oppose
14 this request.

15 a. A Primary Class, consisting of all persons who stayed at an Operated
16 Location between February 1, 2017, and November 2, 2018, and whose Guest
17 Information was provided to Federal Immigration Authorities by Defendants’ employees,
18 except those who file a timely request to opt-out of the monetary damages provisions.

19 b. Class 2, consisting of all persons who are not members of Class 3
20 who were questioned and/or interrogated by Federal Immigration Authorities at an
21 Operated Location as a result of a Primary Class Member’s Guest Information being
22 provided to Federal Immigration Authorities, except those who file a timely request to
23 opt-out of the monetary damages provisions.

24 c. Class 3, consisting of all persons who were placed in immigration
25 removal proceedings in connection with their encounter with Federal Immigration
26 Authorities at an Operated Location as a result of a Primary Class Member’s Guest
27 Information being provided to Federal Immigration Authorities, except those who file a
28 timely request to opt-out of the monetary damages provisions.

d. Excluded from the Settlement Class are the Motel 6 Entities and all federal governmental entities and personnel, including Federal Immigration Authorities.

B. Equitable Relief:

For purposes of the equitable relief provided in this Agreement, Plaintiffs shall request that the Court certify the Settlement Class under Federal Rule of Civil Procedure Rule 23(b)(2). Defendants shall not oppose this request.

VIII. RELEASE OF CLAIMS

A. Binding and Exclusive Nature of Settlement Agreement

Upon Effective Approval of the settlement, the Parties and each and every Class Member shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim may be pursued by the Class Members against the Motel 6 Entities with respect to the Released Claims.

B. Release of Claims by Settlement Class

Upon Effective Approval of the settlement, the Motel 6 Entities shall be fully released and forever discharged from any and all individual and/or class-wide claims, demands, charges, complaints, rights and causes of action of any kind by the Class Representatives, Plaintiffs, the Settlement Class, each member of the Settlement Class (hereafter “Releasers”), and by the Releaser’s estates (whether or not any Releaser or Releaser’s estate has objected to the settlement or makes a claim for monetary damages described in Section XII) that arise out of or relate to conduct within the Class Period concerning the provision of Guest Information to any federal, state, or local law enforcement (including, but not limited to, Federal Immigration Authorities), including, but not limited to, any conduct alleged and cause of action asserted in this action, or that could have been asserted or alleged in this action, and arising out of the facts alleged in this action (including, but not limited to alleged race and national-origin discrimination, consumer protection violations, privacy violations, constitutional claims, contract or tort claims and any other federal, state, or local law claims) (collectively “Released Claims”). Releasers and their estates shall not, after Effective Approval of this Agreement, seek to

1 establish liability against any Motel 6 Entity based, in whole or in part, upon any of the
2 Released Claims or any conduct at issue in the Released Claims. This Release is final
3 and shall survive the expiration of the Agreement's terms.

4 **C. Waiver of Unknown Claims**

5 On Effective Approval, Plaintiffs and Class Members shall be deemed to have,
6 and by operation of this Agreement shall have, with respect to the Released Claims,
7 expressly waived the benefits of any statutory provisions or common law rule that
8 provides, in substance, that a general release does not extend to claims that the party does
9 not know or suspect to exist in its favor at the time of executing the release, which if
10 known by it, would have materially affected its settlement with any other party. In
11 particular, but without limitation, Plaintiffs and Class Members waive the provisions of
12 California Civil Code § 1542 (or any like or similar statute or common law doctrine), and
13 do so understanding the significance of that waiver. Section 1542 provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
15 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
16 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
17 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
18 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19 **D. No Bar to Future Claims**

20 Nothing in this Agreement shall be construed to bar any claims of any Class
21 Members that arise after Effective Approval.

22 **E. Assumption of Risk**

23 In entering into this Agreement, the Parties assume the risk of any mistake of fact
24 or law. If either Party should later discover that any fact that the Party relied upon in
25 entering into this agreement is not true, or that the Party's understanding of the facts or
26 law was incorrect, the Party shall not be entitled to modify, reform, or set aside this
27 Agreement, in whole or in part, by reason thereof.

1 **F. No Collateral Attack**

2 This Agreement shall not be subject to collateral attack by any Class Member at
3 any time after Effective Approval.

4 **IX. COURT APPROVAL OF SETTLEMENT**

5 **A. Preliminary Approval**

6 As soon as practicable after the execution of this Agreement, and no later than
7 November 2, 2018, the Parties shall apply for entry of the Preliminary Approval Order.
8 The Preliminary Approval Order shall include provisions: (a) preliminarily approving this
9 settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow
10 Notice to be disseminated to the Settlement Class; (B) approving the form, content, and
11 manner of the Notice; (c) setting a schedule for proceedings with respect to Final
12 Approval of this Settlement; and (d) staying the Action, other than such proceedings as
13 are related to this Settlement.

14 **B. CAFA Notice**

15 Within ten (10) days of the filing of this Agreement and the motion for
16 preliminary approval of the Settlement, Defendants shall provide CAFA notice as
17 required under 28 U.S.C. § 1715. CAFA notice shall be provided to the Attorney
18 General of the United States and the Attorneys General of each state in which Class
19 Members reside. CAFA notice shall be mailed, can be in an electronic or disk format,
20 and shall include to the extent then available and feasible: (1) the complaint in the
21 Action; (2) the motion for preliminary approval of the Agreement, which shall include
22 the proposed Final Approval Hearing date and shall confirm that there are no additional
23 agreements among the Parties not reflected in the settlement; (3) the proposed forms of
24 Notice; (4) this Agreement; and (5) a reasonable estimate of the numbers of Class
25 Members residing in each state and the estimated proportionate share of the claims of
26 such members to the entire settlement. The Parties agree that this CAFA Notice shall be
27 sufficient to satisfy the terms of 28 U.S.C. § 1715.

1 **C. Objections to Settlement**

2 Any Class Member wishing to object or to oppose the approval of this Agreement
3 shall object in writing in the manner set forth in Section XII.F.1.a.

4 **D. Motion for Final Approval and Response to Objections**

5 The Parties shall file with the Court their motion for final settlement approval on a
6 date that is no later than 21 days before the date of the Final Approval Hearing. The
7 Parties will file with the Court a reply brief in support of Final Approval that, *e.g.*,
8 responds to any objections no later than 7 days before the date of the Final Approval
9 Hearing.

10 **E. Final Approval Hearing**

11 The Parties shall request that the Court, on the date set forth in the Preliminary
12 Approval Order or on such other date that the Court may set (but not earlier than 150
13 days from the date of entry of the Preliminary Approval Order), conduct a Final Approval
14 Hearing to: (a) determine whether to grant Final Approval to this Agreement; and (b)
15 consider any timely objections to this settlement and the Parties' responses to such
16 objections. At the Final Approval Hearing, the Parties shall ask the Court to give Final
17 Approval to this Agreement. If the Court grants Final Approval to this Agreement, the
18 Parties shall ask the Court to enter a Final Approval Order, which approves the
19 Agreement, authorizes entry of a final judgment, and dismisses the action with prejudice.

20 **F. Disapproval, Cancellation, Termination, or Nullification of Settlement**

21 1. Each Party shall have the right to terminate this Agreement if either (i) the
22 Court declines to grant Preliminary Approval or Final Approval to this Agreement
23 without material modification of the Agreement or (ii) a higher court reverses Final
24 Approval by the Court, and the Court thereafter declines to enter a further order or orders
25 approving Agreement on the terms set forth herein. If a Party elects to terminate this
26 Agreement under this paragraph, that Party must provide written notice to the other
27 Party's counsel and the Court within thirty (30) days of the occurrence of the condition
28 permitting termination.

2. If this Agreement is terminated under Section IX.F.1, then: (i) this Agreement shall be rendered null and void; (ii) this Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Agreement; and (iv) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Agreement and any related orders had never been executed, entered into, or filed.

X. GENERAL EQUITABLE PROVISIONS

A. General Injunctive Provisions

1. Defendants shall implement and maintain the following policies and internal procedures (“the Policy”):

a. Assistance to Team Members: Defendants shall establish a 24-Hour Hotline to assist employees at Operated Locations when they receive any request for Guest Information from Federal Immigration Authorities.

b. Response to Requests for Information from Federal Immigration Authorities

i. Defendants shall not share Guest Information with Federal Immigration Authorities without a judicially enforceable warrant or subpoena, except as necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is at risk of serious bodily injury or death.

ii. All warrants or subpoenas presented by Federal Immigration Authorities must be sent to Defendants’ legal department or other individuals designated by Defendants who have been trained to comply with this Policy and to address requests from Federal Immigration Authorities. In the absence of exigent circumstances described above, employees at Operated Locations must not provide Guest Information in response to any request, warrant or subpoena from Federal Immigration Authorities directly, but

1 must wait for directions from Defendants' legal department or other trained individuals
2 designated by Defendants.

3 iii. Any of Defendants' employees with questions about this
4 Policy are expected to call the 24-Hour Hotline.

5 iv. Defendants shall establish a brand standard prohibiting
6 Franchised Properties from providing Guest Information to Federal Immigration
7 Authorities except under the circumstances described in Section X.A.1.b.i.

8 v. Defendants shall create an online mechanism for any guest at
9 an Operated Property or a Franchised Property to report when he or she believes that
10 Guest Information has been provided to Federal Immigration Authorities or that this
11 Policy has been violated in any manner.

12 **2. Training**

13 i. Defendants shall train each Operated Location employee with
14 the ability to make a guest list available to understand their responsibilities with regard to
15 the Policy, including the purpose and procedures regarding Defendants' 24-Hour Hotline,
16 such as when it is appropriate and necessary to contact Defendants' legal 24-Hour
17 Hotline.

18 ii. The training described in this section may be held in
19 conjunction with other business, at Defendants' discretion, and may be organized
20 geographically in such fashion as Defendants deem appropriate.

21 **B. Dispute Resolution and Enforcement Procedures**

22 1. The Parties agree to the appointment of Martin F. Scheinman, Esq. as
23 Settlement Administrator. The Settlement Administrator may be removed at the joint
24 written request of Class Counsel and Defendants, or by order of the Court upon motion of
25 any Party and a showing of good cause that Mr. Scheinman should no longer serve as
26 Settlement Administrator. In the event that Mr. Scheinman becomes unavailable to serve
27 as Settlement Administrator for any reason, Class Counsel and Defendants will make a
28 good faith effort to select on a joint basis a new Settlement Administrator. If Class
29 Counsel and Defendants are unable to reach agreement as to a successor Settlement

1 Administrator within forty-five (45) days following the date Mr. Scheinman becomes
2 unavailable to serve as Settlement Administrator, the Court shall appoint a successor
3 Settlement Administrator upon motion of Class Counsel or Defendants. Class Counsel or
4 Defendants may nominate to the Court persons for consideration as a successor
5 Settlement Administrator. Class Counsel and Defendants shall each have the right to
6 interview any nominated person, and to present argument and evidence to the Court
7 regarding the selection of the successor Settlement Administrator.

8 2. The Settlement Administrator shall have authority to resolve all disputes
9 arising under the Agreement, subject to limitations and standards set forth in the
10 Agreement.

11 3. The Parties shall use Best Efforts to resolve promptly any differences or
12 any disputes regarding the interpretation or implementation of this Agreement.

13 4. Each Party shall have the right to initiate steps to resolve any dispute or
14 issue of compliance regarding any provision of the Agreement subject to limitations and
15 standards set forth in the Agreement.

16 a. If either Party has good reason to believe that a legitimate dispute
17 exists, the initiating Party shall first promptly give written notice to the other Party,
18 including: (a) a reference to all specific provisions of the Agreement that are involved;
19 (b) a statement of the issue; (c) a statement of the remedial action sought by the initiating
20 Party; and (d) a brief statement of the specific facts, circumstances and any other
21 arguments supporting the position of the initiating Party;

22 b. Within thirty (30) days after receiving such notice, the non-initiating
23 Party shall respond in writing to the statement of facts and arguments set forth in the
24 notice and shall provide its written position, including the facts and arguments upon
25 which it relies in support of its position;

26 c. The Parties shall undertake good-faith negotiations, including
27 meeting or conferring by telephone or in person and exchanging relevant documents
28 and/or other information, to attempt to resolve the issues in dispute or alleged
29 noncompliance;

1 d. The Settlement Administrator, upon motion, may permit a Party to
2 take post-settlement discovery as provided by the Federal Rules of Civil Procedure, but
3 only as to matters relevant to the underlying claim of breach, if the Settlement
4 Administrator determines that the informal exchange of documents or information has
5 not been sufficient to allow the Party to present the dispute upon a factual record
6 adequate for a fair determination of the issue;

7 e. If the Parties' good-faith efforts to resolve the matter have failed,
8 and after written notice of an impasse by the initiating Party to the non-initiating Party,
9 the initiating Party may file a motion with the Settlement Administrator, with a
10 supporting brief, requesting resolution of the dispute or the issues of non-compliance,
11 provided, however, that such motion shall be limited to the dispute(s) and/or issue(s) as to
12 which the Parties have met and conferred as described here;

13 f. The non-moving Party will have fifteen (15) days to respond to any
14 such motion;

15 g. The Settlement Administrator shall attempt within fifteen (15) days
16 after filing of the final brief to resolve the dispute and may schedule a hearing or other
17 proceeding, including an evidentiary hearing, to resolve the matter; and

18 h. Within thirty (30) days of any hearing, the Settlement Administrator
19 shall issue a written determination, including findings of fact if requested by any Party.

20 5. The provisions of this Section do not prevent any Party from promptly
21 bringing an issue directly before the Court when exigent facts or circumstances require
22 immediate Court action to prevent a serious violation of the terms of this Agreement,
23 which otherwise would be without meaningful remedy. The moving papers shall explain
24 the facts and circumstances that allegedly necessitate immediate action by the Court.
25 Absent a showing of exigent facts or circumstances, the Court shall refer the matter to the
26 Settlement Administrator to resolve in accordance with procedures set forth above. If
27 any such matter is brought before the Court requesting immediate action, the other Party
28 shall be provided with appropriate actual notice, and an opportunity to be heard on the
29 motion, under the Local Rules of the Court and the Federal Rules of Civil Procedure.

1 The Court in its discretion may set such procedures for emergency consideration as are
2 appropriate to the particular facts or circumstances, but no such matter may be heard or
3 considered on an *ex parte* basis.

4 6. Any Party may appeal a decision of the Settlement Administrator to the
5 Court provided that such an appeal is made within fourteen (14) days of receipt of notice
6 of the decision by the Settlement Administrator. Any such appeal shall be brought by
7 motion under the Local Rules of the Court and Federal Rules of Civil Procedure. The
8 decision rendered by the Settlement Administrator shall be affirmed unless the Court
9 determines that the Settlement Administrator made clearly erroneous findings of fact or
10 wrongly interpreted or applied the Settlement Agreement. A Party may seek on appeal
11 any remedy provided by law, provided that such remedy is consistent with the provisions
12 of this Agreement.

13 7. Only Plaintiffs or Defendants shall have standing to move the Court to
14 enforce, apply, or modify this Agreement. Any individual concerned about Defendants'
15 compliance with this Agreement may so notify Class Counsel and request that they
16 examine Defendants' compliance and seek such relief, if any, as may be appropriate.
17 In the event that any Party seeks to utilize the dispute resolution procedure then each
18 Party shall bear its own attorneys' fees, costs and expenses for all work performed
19 through resolution by the Settlement Administrator. In the event that any Party seeks to
20 appeal any decision of the Settlement Administrator, then the prevailing party in such
21 matter shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred
22 in such appeal from the other Party. Whether and to what extent any Party is a prevailing
23 party and awarded fees and expenses shall be determined in the sole and absolute
24 discretion of the Court.

25 **XI. RECORDKEEPING AND REPORTING**

26 **A. Documents to be Preserved For the Duration of the Agreement**

27 Defendants shall retain the following records for the period set forth in Section VI
28 of this Agreement or as required by state or federal law, whichever is longer:

- 29 1. Guest Complaints, as explained in Sections X.A.1.b.v;

2. Incident Reports; and

3. Logs of any calls made by Defendants' employees (including employees at Operated Locations) to the 24-Hour Hotline.

B. Access to Documents

All documents required to be maintained by the express terms of the Agreement, and all documents that are provided to the Settlement Administrator, Class Counsel, or the Court under the terms of the Agreement, are and shall be treated as confidential business records. Neither Class Counsel, nor the Settlement Administrator, nor the Claims Administrator shall divulge any such documents to any third party unless so ordered by a court after notice to Defendants and an opportunity for Defendants to object to such disclosure and be heard. Upon expiration of this Agreement, Class Counsel, the Claims Administrator, and the Settlement Administrator shall promptly destroy any and all documents in any format Defendants furnished under this Agreement. This provision shall not prevent a Party from filing otherwise confidential documents with the Court, provided that, either: (a) such documents are filed under seal; or (b) Class Counsel give ten (10) days advance notice to Defendants, to permit opportunity to seek a protective order sealing such documents.

C. Compliance and Status Conference

The Parties shall conduct an annual status conference with the Settlement Administrator, with a report to the Court following the status conference to discuss the status of implementation of the Agreement. The Parties shall be represented at the status conference. No Party shall file any document with the Settlement Administrator in conjunction with the status conference, unless directed to do so by the Settlement Administrator.

XII. MONETARY RELIEF AND CLAIMS PROCEDURE

A. Amount of Monetary Damages

1. Defendants will pay \$50 in damages to each member of the Primary Class who is not also a member of either Class 2 or Class 3 and makes a legitimate claim in the determination of the Claims Administrator, up to a class-wide total of \$1,000,000.

2. Defendants will pay \$1,000 in damages to each member of Class 2 who makes a legitimate claim in the determination of the Claims Administrator, up to a class-wide total of \$1,000,000.

3. Defendants will pay each member of Class 3 who makes a legitimate claim in the determination of the Claims Administrator an amount in damages of at least \$7,500 to be determined by the Claims Administrator in consultation with Class Counsel, up to a class-wide total of \$5,600,000.

4. For each of the classes described above, if the total monetary amount owed to the class members exceeds the total amount allocated to that class, the amount paid to each class member will be reduced on a pro rata basis.

5. The Parties agree that the Claims Administrator will be Arden Claims Service in Port Washington, New York. The Claims Administrator will open and administer an interest-bearing account (“Settlement Account”) designated by Class Counsel and with a unique Taxpayer Identification Number.

6. Defendants shall pay the costs of notice to Class Members and claims administration, not to exceed \$1,000,000.00. The Claims Administrator and the Settlement Administrator will, respectively, conduct class notice and class administration in consultation with the Parties. The Claims Administrator will invoice Defendants directly for its fees and costs.

7. After Effective Approval and within seven (7) days after the Claims Administrator has informed Defendants in writing that it is prepared to distribute the Settlement Amount to the eligible members of the Settlement Class (or whichever is later), Defendants will wire an amount to the Settlement Account calculated as follows:

\$6,600,000.00, plus the aggregate amount not to exceed \$1,000,000 that the Claims Administrator has determined will be made to pay legitimate claims of members of the Primary class who are not members of Class 2 or Class 3.

8. Upon payment of the amounts set forth in Section XII.A.7. to the Settlement Account having been made, Defendants will have no further monetary

obligation to Class Representatives or members of the Settlement Class, including no obligation to pay any funds for distribution to Class Representatives or members of the Settlement Class; no obligation to pay costs of mailed notices and expenses associated with the claims procedure; and no obligation to pay any other settlement administration costs.

9. Unclaimed money from the Settlement Account shall be included in the *cy pres* fund described in Section XII.P in the manner described in Section XII.B.2.

B. Distribution of Monetary Damages

1. The Settlement Account will be distributed to Class Members based on a formula set out in the allocation plan as set forth in Section XII.N. The distribution of the Settlement Account according to the allocation plan will be undertaken by the Claims Administrator.

2. Any money within the applicable class-wide total that is not claimed by members of Classes 2 and 3 shall be included in the *cy pres* fund, described below. Any money within the class-wide total that is not claimed by members of the Primary Class who are not members of Classes 2 or 3 shall not be included in the *cy pres* fund.

C. Notice

1. Mailed Notice.

a. Within twenty (20) days following the Preliminary Approval Date, Defendants shall provide the Claims Administrator with the full names and last known addresses and phone numbers, to the extent available in Defendants' records, of all Guests whom Defendants have identified as potential Settlement Class members, in Excel format. Within twenty (20) days following the Preliminary Approval Date, Class Counsel shall provide the Claims Administrator with a computer readable list in Excel format of the Plaintiffs and all known potential Settlement Class members and their mailing addresses. Prior to the mailing of the notices, the Claims Administrator will combine these lists of potential Settlement Class members received from Defendants and Class Counsel and update any new address information for potential Class Members as may be available through the National Change of Address system. The Claims

1 Administrator shall determine through a computer database search the most recent
2 address that may be obtained for each person on the combined list of potential Settlement
3 Class members. Within sixty (60) days of the Preliminary Approval Date, the Claims
4 Administrator shall mail, via first class postage, notice of class settlement, in both
5 English and Spanish, in the form approved by the Court in the Preliminary Approval
6 Order, to all known potential Settlement Class members at their last known address and
7 at the most recent address that may have been obtained through the computer database
8 search.

9 2. Published Notice: The Claims Administrator shall cause to be published
10 the notice of the class settlement in the form approved by the Court in the Preliminary
11 Approval Order on Class Counsel's Facebook and Twitter accounts (in English and
12 Spanish) and on the website established by the Claims Administrator. Within twenty (20)
13 days of the Preliminary Approval Date, the Claims Administrator shall enable the website
14 referenced in the previous sentence. Within thirty (30) days of the Preliminary Approval
15 Date, Class Counsel shall cause the Facebook and Twitter notices to be published on
16 MALDEF's Facebook and Twitter feeds.

17 3. Class Counsel shall be responsible for all Spanish translations of the notice
18 materials.

19 **D. Best Notice Practicable**

20 The Parties agree, and the Preliminary Approval Order shall state, that compliance
21 with the procedures described in this Section is the best notice practicable under the
22 circumstances and shall constitute due and sufficient notice to the Settlement Class of the
23 pendency of the Action, certification of the Settlement Class, the terms of the Agreement,
24 and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules
25 of Civil Procedure, the United States Constitution, and any other applicable law.

26 **E. Inquiries from Class Members**

27 It shall be the responsibility of Class Counsel to establish procedures for receiving
28 and responding to inquiries from Class Members with respect to this Agreement. Neither

Defendants nor Defendants' counsel are required to respond to inquiries from Class Members with respect to this Agreement.

F. Objections and Exclusions

1. Class Members may object to or opt-out of the class settlement.

a. Objections

i. Class Members objecting to the terms of the Agreement must do so in writing at least thirty (30) days prior to the scheduled Final Approval Hearing. The written objection must be sent to the Claims Administrator on or before the date specified in the Preliminary Approval Order. The Claims Administrator will record the date of receipt of the objection and forward it to both Class Counsel and Defendants within two (2) business days following receipt. The Claims Administrator will also file the original objections with the Clerk of the Court no later than five (5) days prior to the scheduled Final Approval Hearing date. The Claims Administrator shall retain copies of all written objections until such time as it has completed its duties and responsibilities under this Agreement.

ii. The written objection must include (1) a detailed statement with specificity of the reasons for the objection; (2) the objecting Class Member's name, address, and telephone number; (3) the date and location of the Operated Location at which the objecting Class Member stayed; (4) the circumstances (if any) in which the Class Member was contacted by Federal Immigration Authorities and/or placed in removal proceedings; (5) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; and (6) any other requirements set forth in the notices described in Section XII.C. Any Class Member that fails to file a timely written objection that meets the requirements of this Section XII.F.1.a, or any Class Member who submits a valid request for exclusion shall have waived the right to object and shall have no right to file an appeal relating to the approval of this settlement.

b. Exclusions

i. Class Members may exclude themselves, or opt-out, of the monetary damages provisions of the class settlement. Any request for exclusion must be

1 in the form of a written “Opt-out” statement sent to the Claims Administrator.
2 Information on how to opt-out of the Agreement shall be made available by the Claims
3 Administrator. A person wishing to opt-out must sign a statement which includes the
4 following language:

5 I understand that I am requesting to be excluded from the class monetary
6 settlement and that I will receive no money from the settlement entered into
7 by Motel 6. I understand that if I am excluded from the class monetary
8 settlement, I may bring a separate legal action seeking damages, but may
9 receive less than what I would have received if I had filed a claim under the
10 class monetary settlement procedure in this case, including possibly
11 receiving nothing. I also understand that I may not seek exclusion from the
12 class for injunctive relief and that I am bound by the injunctive provisions
13 of the Agreement entered into by Motel 6.

14 ii. A Class Member choosing to opt out of the Settlement Class
15 shall sign and date the opt-out statement and deliver it to the Claims Administrator at
16 least thirty (30) days prior to the scheduled Final Approval Hearing, as specified in the
17 Preliminary Approval Order. The Claims Administrator shall date stamp the original of
18 any Opt-out statement and serve copies on both Defendants and Class Counsel within
19 two (2) business days of receipt of such statement. The Claims Administrator will also
20 file the original Opt-out Statements with the Clerk of the Court no later than five (5) days
21 prior to the scheduled Final Approval Hearing date. The Claims Administrator shall
22 retain copies of all Opt-out statements until such time as it has completed its duties and
23 responsibilities under this Agreement.

24 c. Rescission of Class Member Opt-Outs

25 i. The Parties recognize that some Class Members who initially
26 submit Opt-out forms seeking exclusion may, upon further reflection, wish to rescind
27 such Opt-out statements. Class Members may rescind their Opt-out statements by
28 submitting a “Rescission of Opt-out” statement to the Claims Administrator. The
29 Rescission of Opt-out statement shall include the following language:

1 I previously submitted an Opt-out statement seeking exclusion from the
2 class monetary settlement. I have reconsidered and wish to withdraw my
3 Opt-out statement. I understand that by rescinding my Opt-out, I may be
4 eligible to receive an award from the claims settlement fund and may not
5 bring a separate legal action against Motel 6 seeking damages.

6 ii. A Class Member wishing to rescind his or her opt-out from
7 the Settlement Class shall sign and date the Rescission of Opt-out statement and cause it
8 to be delivered to the Claims Administrator no later than the deadline for claims filing
9 period specified in the Preliminary Approval Order. The Claims Administrator shall
10 stamp the date received on the original of any Rescission of Opt-out statement and serve
11 copies to counsel for Defendants and Class Counsel no later than two (2) business days
12 after receipt and shall file the date-stamped originals with the Clerk of the Court no later
13 than five (5) business days prior to the date of the Final Approval Hearing.

14 iii. The Claims Administrator shall retain copies of all
15 Rescissions of Opt-Out statements until such time as the Claims Administrator is relieved
16 of its duties and responsibilities under this Agreement.

17 **G. Claims Administration**

18 1. The Claims Administrator shall (1) prepare and mail settlement notices and
19 claim forms to potential Class Members; (2) establish and operate a website designed to
20 provide information to and communication with potential Class Members; (3) receive and
21 evaluate claims eligibility; (4) seek additional information from claimants, when
22 appropriate; (5) receive and file opt-out statements and objections; (6) respond to
23 questions from potential Class Members; (7) implement the allocation plan; (8) maintain
24 a toll-free number for communicating with Class Members; and (9) perform any other
25 duties necessary to carry out its responsibilities set forth in this Agreement.

26 2. The Claims Administrator shall make claim forms available to potential
27 Class Members who submit oral, e-mail, or written requests for claim forms. The Claims
28 Administrator shall mail the requested claim form via first class postage within two (2)
29 business days after receiving a request. If Defendants, or their counsel, receive requests
30 for claim forms or for information regarding the class settlement, they shall refer such

1 requestors to the toll-free number established by the Claims Administrator for the
2 purpose of administering this Agreement. The requestors shall be informed that any
3 requests for claim forms or information should be directed to the Claims Administrator.
4 The Claims Administrator shall retain copies of all written requests for claim forms and
5 all records of oral or e-mail requests for claim forms until such time as it has completed
6 its duties and responsibilities under this Agreement.

7 **H. Submission of Claim Forms**

8 1. Potential Class Members who seek monetary damages must complete a
9 claim form and cause it to be filed with the Claims Administrator by the claim filing
10 deadline set forth in the Preliminary Approval Order. The claim form must be
11 postmarked or submitted online on or before such date in order to be considered timely.
12 All claim forms must be signed under penalty of perjury to be considered. Failure to file
13 a timely claim form, for any reason whatsoever, shall bar the potential Class Member
14 from having his or her claim considered and from receiving monetary damages from the
15 Settlement Account. Potential Class Members who file a claim form must notify the
16 Claims Administrator of any change of address. A failure to notify the Claims
17 Administrator of a change of address may result in the forfeiture of a monetary award.
18 The Claims Administrator shall be available through a toll-free line and via e-mail
19 through the website established by the Claims Administrator to respond to requests from
20 potential Class Members for assistance in completing and filing claim forms. Class
21 Counsel shall also be available to consult with potential Class Members.

22 **I. Deceased Claimants**

23 1. Claims may be filed by deceased claimants through representatives of their
24 estate if appropriate documentation is provided. Any claims paid to a deceased claimant
25 shall be made payable to the estate of the deceased claimant.

26 **J. Determining Eligibility**

27 1. The Claims Administrator shall make the determination as to whether a
28 claim form is complete. If it is not complete, the Claims Administrator shall request
29 additional information from the claimant, if it appears that such additional information

1 would complete the Claim Form. Such requests for information shall be in writing and
2 shall specify the information necessary to complete the claim form. The requests for
3 information will be sent via first class mail, printed in English and Spanish, and inform
4 the claimant that a response must be returned no later than forty-five (45) days from the
5 date the request for information was mailed. The claimant must provide the requested
6 information, signed under penalty of perjury, to the Claims Administrator by mail with a
7 postmark no later than forty-five (45) days from the date of the mailed request for
8 information. Such additional information shall be considered part of the original claim
9 form and will relate back to the original filing date. The failure of a claimant to timely
10 respond to the request for information may result in the denial of the claim.

11 **K. Late-Filed Claims**

12 1. For claims received after the filing deadline, the Claims Administrator shall
13 notify late-filing claimants that their claims are untimely and that they are not eligible for
14 any monetary award. The Claims Administrator shall also inform late-filing claimants
15 that they may seek a review of the determination that they filed untimely by requesting the
16 Claims Administrator to reconsider its determination. The Claims Administrator may
17 reverse its determination that a claim was not timely filed only if the claimant proves that
18 (1) the claim form was filed on or before the filing deadline and that the untimeliness
19 determination is erroneous; or (2) that he or she could not timely complete the claim form
20 due to exceptional circumstances, which includes deportation, change of address, or other
21 events that the Claims Administrator may consider.

22 **L. Appeals of Claims Eligibility**

23 1. Within ninety (90) days of the close of the claims filing period, all
24 ineligible claimants shall receive written notice of their ineligibility for monetary
25 damages. Any claimants wishing to seek review of their ineligibility determinations must
26 do so by returning a written request for review to the Claims Administrator online by
27 mail with a postmark no later than twenty-one (21) days from the date of the notice of
28 claim ineligibility. Failure to file a timely request for review shall bar a claimant from
29 challenging a determination of ineligibility.

2. The Claims Administrator shall resolve the requests for review based on the written requests for review and any other documentation or written information submitted by the claimant, or deemed necessary by the Claims Administrator. The Claims Administrator may seek further written information from the claimant as to the basis of their request and may consider the written arguments of Class Counsel or Defendants.

3. The Claims Administrator shall attempt to expeditiously resolve any requests for review within sixty (60) days after the filing of the request for review. The Claims Administrator's decisions shall be communicated to the claimant in writing and shall be binding and nonappealable.

M. Claimant Information Provided by Defendants

1. The Parties understand and agree that Defendants may possess information that may assist in the determination of eligibility of potential Class Members for monetary damages. Defendants shall reasonably cooperate in providing such information that Class Counsel or the Claims Administrator deems reasonably necessary to assist in determining the eligibility of any potential Class Member for monetary damages. Defendants shall attempt to provide such information within fourteen (14) days of any written requests for the information.

N. Allocation Plan

1. Class Members shall receive monetary damages to compensate them for the injuries they have suffered as set forth in this Section. The Claims Administrator shall determine that a claimant is a member of the Primary Class if it can reasonably be determined from Defendants' records and the information provided in the claim form that the claimant's Guest Information was provided to Federal Immigration Authorities.

2. Members of the Primary Class that submit a claim form and are determined not to be members of Class 2 or Class 3 shall receive the compensation set forth in Section XII.A.1.

3. The Claims Administrator shall determine whether a claimant is a member of either Class 2 or Class 3 if it can reasonably be determined from Defendants' records and the information provided in the claim form that their encounter with Federal

1 Immigration Authorities at an Operated Location was a result of a Primary Class
2 Member's Guest Information being provided to Federal Immigration Authorities.

3 4. Members of Class 2 that submit a claim form shall receive the
4 compensation set forth in Section XII.A.2.

5 5. The disbursement of the Settlement Account to members of Class 3 shall
6 follow the allocation plan described below:

7 a. Each potential member of Class 3 who seeks to receive an award
8 must fill out the claim form and supply information related to his or
9 her claim. On the basis of a review of the information supplied, Class
10 Counsel and the Claims Administrator shall allocate a certain dollar
11 amount to each factor determined by Class Counsel and the Claims
12 Administrator to relate to the claims. The specific factors shall
13 include:

- 14 i. Whether the member of Class 3 has minor children or other
15 dependents;
16 ii. Whether the member of Class 3 was arrested;
17 iii. Length of the member of Class 3's detention;
18 iv. Legal fees and other financial costs associated with
19 participation in immigration proceedings;; and
20 v. Any other circumstances that warrant recognition of an award.

21 6. The Claims Administrator shall total dollar amounts applicable to all
22 members of Class 3 who submitted claim forms. The Claims Administrator, in
23 consultation as necessary with Class Counsel, shall jointly determine each member of
24 Class 3's total dollar amount and allocate each member of Class 3's proportionate share
25 of the Settlement Account based on the member of Class 3's total dollar amount.

26 **O. Distribution of the Monetary Damages**

27 1. As soon as practicable after making the calculations required by the
28 allocation plan set forth in Section XII.N, the Claims Administrator shall distribute the
29 monetary damages to eligible Class Members via first class mail. The Claims

1 Administrator shall only issue the checks in the name of the eligible Class Members
 2 unless Section XII.I is applicable. Included with the check due to the Class Member will
 3 be a statement showing the gross amount of the payment.

4 **P. Cy Pres Fund**

5 1. In the event that checks intended to compensate members of Class 2 and/or
 6 Class 3 are returned and/or the portion of the Settlement Fund allocated to compensate
 7 members of Class 2 and/or Class 3 is not completely distributed for any reason, the
 8 remaining sum shall become part of a *cy pres* fund to be distributed to a non-profit
 9 organization or organizations approved by the Court. The Parties shall nominate an
 10 organization or organizations for the Court's approval in the motion for preliminary
 11 approval of the Agreement. In the event that checks intended to compensate members of
 12 the Primary Class who are not members of Class 2 or Class 3 are returned, such amounts
 13 shall be returned to Defendants.

14 2. The *cy pres* award shall be funded and distributed in the manner described
 15 in Section XII.B.2.

16 **Q. Report from Claims Administrator**

17 1. Within thirty (30) days of the distribution of the monies from the
 18 Settlement Fund, the Claims Administrator shall furnish an accounting of all distributions
 19 from the Settlement Fund to the Court with copies to Class Counsel and Defendants.

20 **XIII. ATTORNEYS' FEES, COSTS, AND EXPENSES**

21 **A. Settlement of Fees, Costs, and Expenses**

22 Defendants shall pay Class Counsel's reasonable attorneys' fees, litigation
 23 expenses, and costs in the amount of \$300,000.00 for work performed and costs and
 24 expenses incurred. This payment is made in full satisfaction of any arguable obligation
 25 Defendants may have at law to pay attorneys' fees, litigation expenses, and costs for
 26 and/or on behalf of the Plaintiffs, Class Representatives, and the Settlement Class for any
 27 and all work performed and costs and expenses incurred.

1 **B. Payment of Award**

2 Within fourteen (14) days following Effective Approval, Defendants shall pay to
3 MALDEF \$300,000.00, for litigation-related attorneys' fees, expenses and costs as set
4 forth in Section XIII.A. MALDEF shall have sole responsibility to distribute attorneys'
5 fees, expenses, and costs to other Class Counsel, and if Defendants make such payments
6 to MALDEF, no Class Counsel may assert any claim for such payments from
7 Defendants.

8 **XIV. Miscellaneous Provisions**

9 **A. No Admission of Liability**

10 This Agreement does not constitute and shall not be deemed to be a finding or
11 determination by the Court, or an admission by any Party, regarding the merits, validity
12 or accuracy of any of the allegations, claims or defenses presented in the Action. This
13 Agreement represents the compromise of disputed claims that the Parties recognize
14 would require protracted and costly litigation to determine. Defendants deny that they
15 have engaged in any unlawful conduct of any kind associated with the claims alleged in
16 the Action, and Defendants' entry into this Agreement is not and may not be used by any
17 person in this action or any other proceeding as an admission or evidence that any Motel
18 6 Entity has on any occasion engaged in any unlawful conduct of any kind, such being
19 expressly denied. Defendants are not estopped from challenging class certification in
20 further proceedings in this action or in any other action if the Agreement is not finally
21 approved.

22 **B. Severability of the Agreement**

23 Whenever possible, each provision and term of this Agreement shall be interpreted
24 in such a manner as to be valid and enforceable; provided, however, that in the event that
25 after Effective Approval any provision or term of this Agreement should be determined
26 to be or rendered unenforceable on collateral review, all other provisions and terms of
27 this Agreement and the application to all persons and circumstances shall remain
28 unaffected to the extent permitted by law. If any application of any provisions or term of
29 this Agreement to any specific person or circumstance should be determined to be invalid

1 or unenforceable, the application of such provision or term to other persons or
2 circumstances shall remain unaffected to the extent permitted by law.

3 **D. Duty to Support and Defend the Agreement**

4 Class Representatives, Class Counsel, and Defendants each agree to abide by all of
5 the terms of this Agreement in good faith and to support it fully, and shall use Best
6 Efforts to defend this Agreement from any legal challenge, whether by appeal or
7 collateral attack.

8 **E. No Assignment**

9 Each Party represents, covenants, and warrants that he, she, or it has not directly or
10 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber any portion of any liability, claim, demand, cause of action, or rights that he,
12 she, or it herein releases.

13 **F. Binding on Successors and Assigns**

14 This Agreement shall be binding upon and inure to the benefit of the Parties and
15 their respective heirs, trustees, executives, successors, and assigns. Without limiting the
16 generality of the foregoing, each and every covenant and agreement made herein by
17 Plaintiffs shall be binding upon all Class Members.

18 **G. Entire Agreement**

19 This Agreement contains the entire understanding of the Parties with respect to the
20 subject matter contained herein. There are no promises, representations, warranties,
21 covenants, or undertakings governing the subject matter of this Agreement other than
22 those expressly set forth in this Agreement. This Agreement supersedes all prior
23 agreements and understandings among the Parties with respect to the settlement of the
24 Action. This Agreement may not be changed, altered, or modified, except in writing
25 signed by the Parties, if any such change, alteration, or modification of the Agreement is
26 material, it must also be approved by the Court.

27 **H. Construction**

28 The Parties agree that the terms and conditions of this Agreement are the result of
29 lengthy, intensive arm's-length negotiations between the Parties, and that this Agreement

1 shall not be construed in favor of or against any Party by reason of the extent to which
2 any Party, or his, her, or its counsel, participated in the drafting of this Agreement.

3 **I. Captions**

4 Titles or captions contained herein are inserted as a matter of convenience and for
5 reference, and in no way define, limit, extend, or describe the scope of this Agreement or
6 any provision hereof.

7 **J. Class Member Signatures**

8 It is agreed that, because the Class Members are so numerous, it is impractical to
9 have each Class Member execute this Agreement. The Notice will advise all Class
10 Members of the binding nature of the releases and of the remainder of this Agreement,
11 and in the absence of a valid and timely Request for Exclusion, such Notice shall have
12 the same force and effect as if each Class Member executed this Agreement.

13 **K. Choice of Law**

14 Construction and interpretation of this Agreement shall be determined in
15 accordance with the laws of the State of Arizona, without regard to the choice-of-law
16 principles thereof.

17 **L. Counterparts**

18 This Agreement and any amendments hereto may be executed in one or more
19 counterparts, and either Party may execute any such counterpart, each of which when
20 executed and delivered shall be deemed to be an original and both of which counterparts
21 taken together shall constitute one and the same instrument. A facsimile or PDF
22 signature shall be deemed an original for all purposes.

23 **M. Authority**

24 The signatories hereto represent that they are fully authorized to enter into this
25 Agreement and bind the Parties to the terms and conditions hereof.

26 **N. Receipt of Advice of Counsel**

27 The Parties acknowledge, agree, and specifically warrant to each other that they
28 have read this Agreement, have received legal advice with respect to the advisability of
29 entering into this settlement, and fully understand its legal effect.

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1 THE UNDERSIGNED PARTIES made, executed, and entered into this Agreement as of
2 the date the last Party has signed below.

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4 DATED: November 2, 2018

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12 DATED: November 2, 2018

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For Plaintiffs

Andrés R. Holguín-Flóres

Printed Name

Class Counsel for Plaintiffs

Title



For Defendants

John Dent

Chief Legal Officer, G6 Hospitality LLC

1 Thomas A. Saenz* (Cal. Bar. No. 159430)
2 Andrés R. Holguin-Flores* (Cal. Bar No. 305860)
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13
14 IN THE UNITED STATES DISTRICT COURT
15
16 FOR THE DISTRICT OF ARIZONA

17 Jane V.; John A.; John E.; Jane F.;
18 John D.; John M.; Jane N.; and John
19 W.; individually and on behalf of all
20 others similarly situated,

21 Plaintiffs,

22 v.

23 Motel 6 Operating L.P., a limited
24 partnership; G6 Hospitality LLC, a
25 limited liability company, dba Motel
26 6; and Does 1-10;

27 Defendants

Case No. CV-18-242-PHX-DGC

DECLARATION OF ANDRES HOLGUIN-FLORES IN SUPPORT OF JOINT MOTION FOR AN ORDER (1) GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, (2) CONDITIONALLY CERTIFYING SETTLEMENT CLASS, (3) APPOINTING CLASS REPRESENTATIVES AND CLASS COUNSEL, (4) APPROVING NOTICE PLAN, AND (5) SETTING FINAL APPROVAL HEARING

1 Nina Perales* (Tex. Bar No. 24005046)
2 MEXICAN AMERICAN LEGAL
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1 I, Andres Holguin-Flores, declare as follows:

2 1. I am a member of the State Bar of California, and am admitted to practice
3 before this Court. I make this declaration in support of the Parties' motion for approval of
4 their proposed class action settlement. The matters contained in this declaration are based
5 upon my personal knowledge, and I would and could competently testify to the facts in
6 this declaration if I am called to do so as a witness

7 2. I am a staff attorney with the Mexican American Legal Defense and
8 Educational Fund (MALDEF), a non-profit public interest law firm. MALDEF has
9 represented plaintiffs Jane V., John A., John E., Jane F., John D., John M., Jane N., and
10 John W. in this matter since January 2018.

11 3. Beginning in or around November 2017, Plaintiffs' immigration attorneys
12 and other advocates contacted Class Counsel about the Federal Immigration Authorities
13 interrogating Plaintiffs at Motel 6 locations in Arizona. Thereafter, Class Counsel
14 thoroughly investigated the facts underlying the allegations in the complaint by, among
15 other things, conducting interviews and visiting the locations where Federal Immigration
16 Authorities interrogated Plaintiffs and Class Members.

17 4. On January 23, 2018, Plaintiffs filed *Jane v., et al. v. Motel 6 Operating*
18 *L.P. and G6 Hospitality LLC*, No. 2:18-cv-00242 (D. Ariz.), based on the facts that
19 Plaintiffs learned in their investigation. ECF No. 1.

20 5. Plaintiffs filed this lawsuit because they would like to stay at a Motel 6 in
21 the future if Defendants changes their policies and trains their employees to make sure
22 what happened to the Plaintiffs and the Plaintiffs' families does not happen to others.

23 6. On or around March 8, 2018, Defendants contacted Plaintiffs' counsel to
24 begin earnest negotiations to achieve class-wide settlement of this action. Thereafter, the
25 Parties engaged in significant substantive discussions to resolve the claims and to select a
26 professional mediator. Defendants were forthcoming with information, and I believe that
27 Parties' conduct establishes that the negotiations were earnest and in good faith.

28 7. On June 15, 2018, the Parties engaged in a day-long mediation with Martin

1 F. Scheinman, Esq., a professional mediator, in Port Washington, New York. The
2 mediation resulted in a tentative settlement that would resolve Plaintiffs' and Class
3 Members' claims against Defendants. Since then, the Parties continued to meet and
4 confer to prepare the materials necessary for settlement. Defendants continued to be
5 forthcoming with information, stipulated to key figures critical to reaching settlement.

6 8. Plaintiffs considered the attendant strengths, risks, the uncertainties of their
7 case, the substantial benefits to Class Members under the terms of the settlement, and the
8 desirability of consummating this settlement promptly to provide substantive relief to
9 Class Members without unnecessary delay and expense during the course of this litigation
10 and settlement negotiations. Plaintiffs considered these risks in the context of the
11 Defendants vigorously denying any wrongdoing or liability and they contention that they
12 would be wholly successful in defeating Plaintiffs' claims at or before trial. Plaintiffs
13 have also considered that Defendants deny that they had or employed a policy and/or
14 practice that were discriminatory, unconstitutional or violative of any state laws.

15 9. After negotiations over a period of a few months, the Parties have agreed to
16 propose Florence Immigrant & Refugee Rights Project, Northwest Immigrant Rights
17 Project, National Immigrant Justice Center, and TheDream.US, allocating 40% to each of
18 the former two and 10% to each of the latter two.

19 10. Plaintiffs' agreed to the terms of the tentative settlement and they believe
20 that the settlement that Defendants offered is reasonable and fair because Defendants will
21 create a policy that will address their concerns and will provide funds to those impacted
22 by the Defendants' Policy. Plaintiffs understand that their involvement in this case may
23 increase if the Court does not approve the settlement, and they are prepared to participate
24 in this litigation to obtain their desired relief.

25 11. Plaintiffs can provide additional declarations about their experiences at
26 Motel 6 and how their lives have been affected if the Court would like more information.

27 12. MALDEF was founded in 1968, and is a national nonprofit legal
28 organization employing attorneys in four regional offices across the United States.

1 MALDEF specializes in civil rights impact litigation on behalf of Latinos in the areas of
 2 education, employment, political access, and immigrants' rights. Beginning with
 3 MALDEF's first case 50 years ago, a successful challenge to the exclusion of Mexican
 4 Americans from juries in Bexar County, Texas, MALDEF has maintained an active
 5 docket of civil rights litigation that has resulted in significant advancement in the civil
 6 rights of Latinos in the United States. Among other important cases, MALDEF
 7 successfully litigated: *White v. Regester*, 412 U.S. 755 (1973), which helped establish
 8 minority vote dilution as a cognizable claim; *Plyler v. Doe*, 457 U.S. 202 (1982), which
 9 established the right of children to attend K-12 public school regardless of immigration
 10 status; and *LULAC v. Perry*, 548 U.S. 399 (2006), which overturned the 2003 Texas
 11 congressional redistricting plan as discriminatory against Latino voters.

12 13. As an organization, MALDEF has more than 30 years of experience
 13 litigating class actions across the country, in state and federal courts. MALDEF's
 14 representative class cases in the District of Arizona include *Valenzuela, et al. v. Ducey, et*
 15 *al.*, No. 2:16-cv-03072-DGC (D. Ariz.) (co-counsel in class action challenging Arizona's
 16 policy of denying driver's licenses to deferred action recipients on preemption and equal
 17 protection grounds); *Valle del Sol, Inc., et al. v. Whiting, et al.*, No. 2:10-cv-01061-SRB
 18 (D. Ariz.) (co-counsel in certified class action alleging First, Fourth, and Fourteenth
 19 Amendment violations and preemption regarding Arizona Senate Bill 1070); *Ortega*
 20 *Melendres, et al. v. Maricopa Cnty., et al.*, No. cv-07-2513-PHX-GMS (D. Ariz.) (co-
 21 counsel in continuing proceedings to enforce court order requiring reforms to Maricopa
 22 County Sheriff's Office to address the Office's racial profiling and unlawful traffic stops
 23 of Latinos); *Mendoza, et al. v. Tucson Unified School Dist., et al.* (D. Ariz.) (lead co-
 24 counsel in school desegregation case).

25 14. Thomas Saenz is MALDEF's President and General Counsel. Mr. Saenz
 26 has overseen and served as the organizational lead or co-counsel in complex civil rights
 27 litigation that resulted in class-wide settlements including, among other cases, *Gonzalez,*
 28 *et al. v. Abercrombie & Fitch Stores, Inc., et al.*, No. 3:3-cv-02817-SI (N.D. Cal.) (co-

counsel in class action settlement that resulted in six-year consent decree), and *Juarez, et al. v. Northwestern Mutual Life Insurance Co.*, 14-cv-2107 (S.D.N.Y.) (lead counsel in class action settlement for claims under 42 U.S.C. § 1981). Mr. Saenz's significant federal litigation experience include *Valeria G. v. Wilson*, Nos. C 98- 2252 (N.D. Cal), CV 98-02252 (9th Cir.) (co-lead counsel in challenge to California's Proposition 227); *Hernandez v. City of Los Angeles*, Nos. CV 98-0675 (C.D. Cal), 99-56453 (9th Cir.) (lead counsel in promotion discrimination case); and *Gregorio T. v. Wilson*, Nos. CV 94-7652 (C.D. Cal.), 95-55186 (9th Cir.) (co-lead counsel in challenge to California's Proposition 187).

15. Before joining MALDEF in 1993, Mr. Saenz was law clerk to the Honorable Stephen Reinhardt on the Ninth Circuit Court of Appeals, and to the Honorable Harry L. Hupp, on the United States District Court for the Central District of California. He received his J.D. from Yale Law School in 1991, and is a member of the California Bar. Mr. Saenz has been involved in this matter since November 2017.

16. Nina Perales is the Vice President of Litigation for MALDEF. She is a 1986 graduate of Brown University and a 1990 graduate of Columbia University School of Law. As the Vice President of Litigation, Ms. Perales oversees MALDEF's litigation nationwide in the areas of political access, immigrants' rights, education, and employment.

17. A partial list of Ms. Perales's federal complex litigation experience includes *LULAC v. Perry*, 126 S. Ct. 2594 (2006) (challenge to Texas congressional redistricting plan which included successfully arguing the case to the U.S. Supreme Court); *Villas at Parkside Partners v. The City of Farmers Branch, Texas*, 10-10751 (5th Cir.) (challenge to unconstitutional housing ordinances in the City of Farmers Branch); *NW Austin Mun. Utility No. One v. Mukasey*, 06-1384 (D.D.C.) (three-judge panel) and 08-322 (U.S. Sup. Ct.) (defended constitutionality of the federal Voting Rights Act) (for Latino voters); *Padilla v. Lever*, No. 03-56259 (9th Cir.); *Balderas v. Texas*, 01-CV-158 (E.D. Tex.) (2001 challenge to malapportionment and minority vote dilution in the Texas Senate,

House and congressional redistricting plans); *Arizona Minority Coal. for Fair Redistricting v. Ariz. Indep. Redistricting Comm’n*, CV2002-004882 (Maricopa County Sup. Ct.) (successful defense of Latino-majority Congressional District 4); *LULAC Dist. 15 v. City of San Antonio*, No. SA-02-CA-618 (W.D. Tex); 03-50864 (5th Cir.) (enforcement of Section 5 of the Voting Rights Act); *Hernandez Chapter of the GI Forum v. Bexar County*, No. SA-03-CA-816 (W.D. Tex) and 04-50221 (5th Cir.) (enforcement of Section 5 of the Voting Rights Act of 1965); *Ramos v. City of San Antonio*, No. SA-05-CA-0500 (W.D. Tex.) (enforcement of Section 5 of the Voting Rights Act of 1965); *LULAC Council# 682 v. City of Seguin*, No. 02-CA-369 (W.D. Tex) (enforcement of Section 5 of the Voting Rights Act of 1965); *Am. GI Forum v. Bexar County*, No. 04-CA-181 (W.D. Tex) (enforcement of Section 5 of the Voting Rights Act of 1965); *Ruiz v. City of Santa Maria*, 92-CV-48 79 (C.D. Cal.) (challenge to at-large municipal elections); *Reynoso v. Amarillo Indep. Sch. Dist.*, No. 98-CV-186 (N.D. Tex) (challenge to at-large school trustee elections); and *Perry v. Del Rio*, 53 S.W.3d 818 (353rd Judicial District, Travis County, Texas) (redistricting challenge).

18. Ms. Perales is admitted to the practice of law in the State of New York and the State of Texas. Ms. Perales has been involved in this matter since December 2017.

19. I am a member in good standing of the State Bar of California (2015). In 2018, I completed the Impact Fund’s 3-day Class Action Training Institute in Los Angeles, California. I received a Bachelor of Arts degree from the University of California, Santa Barbara in 2011, and a Juris Doctor degree from Southwestern University School of Law in 2015. From 2015 to 2016, I clerked for the Honorable Terry J. Hatter, Jr., in the Central District of California. From 2016 to 2017, I clerked for the Honorable Harry Pregerson in the Ninth Circuit Court of Appeals. From 2017 to the present, I have served as a staff attorney in MALDEF’s Western Regional Office.

20. In my current role as a staff attorney at MALDEF, I have served as counsel in cases that comprise a portion of MALDEF’s docket, including cases in the areas of immigrants’ rights and employment. My litigation experience includes the following

1 complex federal cases: *Valenzuela, et al. v. Ducey, et al.*, No. 2:16-cv-03072-DGC (D.
2 Ariz.) (co-counsel in class action challenging Arizona's policy of denying driver's
3 licenses to deferred action recipients on preemption and equal protection grounds) and
4 *Ramirez-Castellanos, et al. v. Nugget, et al.*, 2:17-cv-01025-JAM-AC (E.D. Cal.) (co-lead
5 counsel in lawsuit against a grocery store that subjected workers to a hostile work
6 environment in violation of Title VII and California law). I have been involved in this
7 matter since December 2017.

8 21. Based on MALDEF's work with the Ortega Law Firm in this and previous
9 matters, it is my belief that the Ortega Law Firm is likewise committed to the vigorous,
10 effective, and efficient prosecution of this matter.

11
12 I declare under penalty of perjury under the laws of the United States of America
13 that the foregoing is true and correct of my own personal knowledge except those matters
14 stated on information and belief and, as to those matters, I believe them to be true. If
15 called as a witness, I could competently testify thereto.

16
17 Executed on November 2, 2018 at Los Angeles, California.

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19 /s/ Andrés Holguin-Flores
20 Andrés Holguin-Flores
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Jane V. et al. v. Motel 6 Operating LP et al.

No: 18-02420PHX DGC

United States District Court for the District of Arizona

CLAIM FORM

[SPANISH VERSION WILL ALSO BE AVAILABLE]

To receive any money from the settlement, you must complete and submit a claim form by [] . Each individual who wishes to make a claim must submit a separate claim form.

1. Please provide your full name, address, phone number, and email address:

Name:

Address:

Phone number:

Email address:

2. Did you stay in a Motel 6 between February 1, 2017 and November 2, 2018:

a. Yes ☐

b. No ☐

3. If you answered "Yes," to question 2, please list the date(s) of your stay at Motel 6 between February 1, 2017 and November 2, 2018:

Beginning of Stay:

End of Stay:

Beginning of Stay:

End of Stay:

4. If you answered "Yes," to question 2, please provide the location(s) of your stay at Motel 6 between February 1, 2017 and November 2, 2018. Please provide as specific a location as possible, including the street address. If you stayed at multiple Motel 6 locations between February 1, 2017 and November 2, 2018, please indicate which date you stayed at each location:

a. Address:

Date(s) of Stay:

b. Address:

Date(s) of Stay:

5. During your stay(s) at Motel 6 between February 1, 2017 and November 2, 2018, were you contacted by agents of United States Immigration and Customs Enforcement (“ICE”) or the United States Department of Homeland Security (“DHS”)?

a. Yes ☐

b. No ☐

If you answered “no” to question 5, skip questions 6-16.

6. If you answered “Yes” to question 5, what was the date of the stay during which you were contacted by agents of ICE or DHS?

7. If you answered “Yes” to question 5, please describe your interaction with DHS or ICE and what happened as a result:

8. If you answered “Yes” to question 5, were you with anyone else at the time you were contacted by DHS or ICE?

a. Yes ☐

b. No ☐

9. If you answered “Yes” to question 8, please provide the names of the people you were with, their relation to you, and their address, phone number, and email address, and, if a minor, indicate their age:

1. Name:

Relationship:

Address:

Phone number:

Email address:

2. Name:

Relationship:

Address:

Phone number:

Email address:

10. If you answered “Yes” to question 5, were you placed in removal proceedings by ICE or DHS at that time?

a. Yes ☐

b. No ☐

If you answered “no” to question 10, skip questions 11-16.

11. If you answered “Yes” to question 10, please attach any documentation you have of your participation in removal proceedings.

12. If you answered “Yes” to question 10, were you removed from the United States after your interaction with ICE or DHS described above?

a. Yes ☐

b. No ☐

13. If you answered “Yes” to question 12, please attach any documentation you have demonstrating your removal.

14. If you answered “Yes” to question 10, did you incur any expenses in connection with your participation in removal proceedings (e.g. attorneys’ fees, costs associated with GPS monitoring)?

a. Yes ☐

b. No ☐

15. If you answered “Yes” to question 14, please list the nature and amount of expenses or damages you incurred in connection with your participation in removal proceedings:

1. Type:

Expense:

2. Type:

Expense:

16. If you answered “Yes” to question 14, please attach any documentation you have demonstrating the expenses you incurred.

I swear under penalty of perjury under the laws of the United States that the foregoing statement is true to the best of my knowledge. I understand that the claims administrator has the right to verify my response and disapprove any claims that are based on inaccurate responses or that are not signed.

Signature: _____

Date: _____

Jane V., et al. v. Motel 6 Operating LP, et al.

No:18-02420PHX DGC

United States District Court for the District of Arizona

NOTICE

[SPANISH VERSION WILL ALSO BE AVAILABLE]

THE COURT AUTHORIZED THIS NOTICE. IT IS NOT A COLLECTION LETTER OR A SOLICITATION FROM A LAWYER.

This is notice of a proposed Settlement in a class action lawsuit brought by a group of plaintiffs on behalf of individuals who stayed at a Motel 6 that was operated by Motel 6 Operating L.P and/or G6 Hospitality LLC (collectively “Defendants”) between February 1, 2017 and November 2, 2018 (the “class period”) and had their personal information provided to the United States Immigration and Customs Enforcement (“ICE”) and/or the United States Department of Homeland Security (“DHS”). Additional benefits may be available to those questioned by ICE or DHS during their stay at Motel 6 and to those who were placed in immigration removal proceedings as a result of their encounter with DHS or ICE at Motel 6.

You were identified as someone who may have stayed at a Motel 6 operated by Defendants during the class period who may have had their personal information provided to DHS or ICE. You must submit a Claim Form by [_____] to receive any payment under the Settlement. Requests to exclude yourself from the settlement are due by [_____] and any objections to the settlement are due by [_____].

This postcard notice contains limited information about the settlement. For more information and to submit an online Claim Form, visit www.WEBSITE.com

Jane V. et al. v. Motel 6 Operating LP et al., No:18-02420PHX DGC, United States District Court for the District of Arizona

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT www.WEBSITE.com FOR MORE INFORMATION, INCLUDING FULL CLASS DEFINITIONS AND RELEASES

There is a proposed settlement of claims against Defendants. The proposed settlement would resolve a lawsuit in which the plaintiffs allege that Defendants violated federal laws—including 42 U.S.C. § 1981, 42 U.S.C. § 1985(3), and the Fourth Amendment to the United States Constitution—and Arizona laws including—A.R.S. § 44-1522, Intrusion Upon Seclusion, Intentional Infliction of Emotional Distress, Breach of Contract, and False Imprisonment by disclosing guests’ personal information to agents of the ICE and/or DHS.

Who’s Included?

(1) You are included in the primary class if you were a registered guest at any Motel 6 operated by Defendants whose personal information was disclosed on a guest list to DHS or ICE from

February 1, 2017 to November 2, 2018. (2) You are included in Class 2 if you are questioning or interrogation by DHS or ICE at a Motel 6 operated by Defendants as a result of a primary class member's personal information being disclosed on a guest list to DHS or ICE but were not subsequently placed in removal proceedings. (3) You are included in Class 3 if you were placed in removal proceedings after your encounter with DHS or ICE at a Motel 6 operated by Defendants as a result of a primary class member's personal information being disclosed on a guest list to DHS or ICE.

What Can You Get?

The settlement fund establishes three amounts: (1) \$50 each for members of the primary class who are not members of Class 2 or Class 3, up to a class-wide maximum of \$1 million; (2) \$1,000 each for members of Class 2, up to a class-wide maximum of \$1 million; and (3) at least \$7,500 for members of Class 3 up to a class-wide maximum of \$5,600,000. Additional information about the allocation of the settlement fund is available at the website below. You may also contact the settlement administrator (see below) with any further questions.

How to Get Money? Only settlement class members who submit valid claim forms by [_____] will be paid from the settlement fund. You can find and submit a claim form and obtain additional information at www.WEBSITE.com.

What Are Your Other Rights? If you do not want to be legally bound by the settlement, you must exclude yourself by [_____] , or you will not be able to sue Defendants or related parties for any claims relating to this case. If you exclude yourself, you cannot get money from this settlement. If you stay in the settlement class, you may object to the settlement by [_____]. The website below explains how to exclude yourself from, or object to, the settlement. The Court will hold a hearing in this case on [_____] at [_____] to consider whether to approve the settlement and request by class counsel for up to \$300,000 in attorneys' fees, costs, and expenses for litigating the case. **The address for the court is available at www.WEBSITE.com.** You may attend the hearing and ask to be heard by the Court, but you do not have to. **If you do not take any action, you will be legally bound by the settlement and any orders or judgments entered in the action, and will fully, finally, and forever give up any rights to prosecute certain claims against Defendants.**

For more information or a claim form: [\[Phone Number\]](tel:[Phone Number]) or www.WEBSITE.com
Do not contact the Court, Defendants, or Defendants' counsel with questions. You may contact your counsel, Mexican American Legal Defense and Educational Fund, 634 S. Spring St., 11th Fl., Los Angeles, CA 90014, 213-629-2512, or the claims administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050, 516-944-2700.

United States District Court, District of Arizona

Jane V., et al. v. Motel 6 Operating LP, et al.

No: 18-02420PHX DGC

WEBSITE NOTICE

[SPANISH VERSION WILL ALSO BE AVAILABLE]

IF YOU STAYED AT A MOTEL 6 BETWEEN FEBRUARY 1, 2017 AND NOVEMBER 2, 2018, YOU COULD GET BENEFITS AND YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT

- There is a proposed Settlement of claims against Motel 6 Operating L.P, and G6 Hospitality LLC (collectively “Defendants”). The settlement would resolve a lawsuit in which the plaintiffs allege that Defendants violated federal laws—including 42 U.S.C. § 1981, 42 U.S.C. § 1985(3), and the Fourth Amendment to the United States Constitution—and Arizona laws—including A.R.S. § 44-1522, Intrusion Upon Seclusion, Intentional Infliction of Emotional Distress, Breach of Contract, and False Imprisonment—by disclosing guests’ personal information to Federal Immigration Authorities, such as agents of the United States Immigration and Customs Enforcement (“ICE”) and/or the United States Department of Homeland Security (“DHS”).
- You are included in the settlement if you are a member of the Primary Class, defined as follows:
 - All persons who stayed at an Operated Location between February 1, 2017, and November 2, 2018, and whose Guest Information was provided to Federal Immigration Authorities by Defendants’ employees, except those who file a timely request to opt-out of the monetary damages provisions.
 - “Operated Location” means any Motel 6 branded lodging facility operated by Defendants.
- You may be entitled to additional benefits if you are a member of Class 2 or Class 3, defined as follows:
 - Class 2 shall be defined as all persons who are not members of Class 3 who were questioned and/or interrogated by Federal Immigration Authorities at an Operated Location as a result of a Primary Class Member’s Guest Information being provided to Federal Immigration Authorities, except those who file a timely request to opt-out of the monetary damages provisions.
 - Class 3 shall be defined as all persons who were placed in immigration removal proceedings in connection with their encounter with Federal

Questions? Call [REDACTED]

Immigration Authorities at an Operated Location as a result of a Primary Class Member's Guest Information being provided to Federal Immigration Authorities, except those who file a timely request to opt-out of the monetary damages provisions.

- If you received a notice in the mail, the parties identified you from Defendants' records.
- If you are included in the Primary Class, Class 2, or Class 3, **and you submit a claim form by [_____],** you may qualify for a cash payment.
- **Your legal rights are affected whether you act or don't act. Please read this notice carefully.**

Your Legal Rights and Options in this Settlement	
Submit a Claim Form Deadline: _____	You must submit a claim form to qualify for a cash payment. For further information about how to submit a claim form, please refer to Question No. 9 below.
Exclude Yourself Deadline: _____	Excluding yourself from the settlement is the only option that allows you to ever be part of another lawsuit against Defendants about the legal claims resolved by this settlement. If you exclude yourself from this settlement, then you will not be able to obtain any of the benefits that it provides. For further information about how to exclude yourself, please refer to Question Nos. 14-17 below.
Object Deadline: _____	You can object to the settlement by writing to the Court about why you do not like the settlement. For further information about how to object, please refer to Question No 18 below.
Attend the Hearing Deadline: _____ (notice of intention due _____)	You can ask to speak to the Court about the fairness of the Settlement. For further information about how to do this, please refer to Question Nos. 22-24 below.

Questions? Call [REDACTED]

Do Nothing	If you do nothing, you will give up your right to ever be a part of another lawsuit against Defendants about the legal claims resolved by this settlement. If you do not submit a claim form, then you will not receive any benefits from this Settlement. For further information, please refer to Question No. 25 below.
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- These rights and options are explained further below.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits will be provided if the Court approves the settlement and after any appeals are resolved. Please be patient.

Questions? Call [REDACTED]

Basic Information

Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed settlement of this lawsuit and about all of your options, before the court decides whether to approve the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge David G. Campbell of the United States District Court for the District of Arizona is overseeing this case and the settlement. The case is known as *Jane V. et al. v. Motel 6 Operating L.P.*, U.S. District Court for the District of Arizona, Case No. 18-cv-0242-PHX DGC. The people who sued, who are using the names Jane V., John A., John E., Jane F., John D., John M, Jane N, and John W. to protect their identities, are called the Plaintiffs, and the companies sued, Motel 6 Operating L.P and G6 Hospitality LLC, are called the Defendants or Motel 6.

2. What is this lawsuit about?

The lawsuit claims that Defendants violated federal and state law by providing their guest lists to Federal Immigration Authorities, including agents for the United States Department of Homeland Security ("DHS") and United States Immigration and Customs Enforcement ("ICE"). Defendants deny that they violated any laws.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called Plaintiffs or Class Representatives sue on behalf of other people who have similar claims. The people included in the settlement of this class action, and who choose not to opt out or exclude themselves, are called a "Settlement Class" or "Class Members". One court resolves these claims for all Class Members, except for those who choose to exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement in order to resolve the lawsuit. The Plaintiffs and their attorneys think the settlement is best for all Class Members.

5. How do I know if I am included in the settlement?

If you received a notice in the mail, you have been identified as a potential Class Member..

You are included in the settlement as a member of the primary class if you meet the following definition:

All persons who stayed at an Operated Location between February 1, 2017, and November 2, 2018, and whose Guest Information was provided to Federal Immigration Authorities by Defendants' employees.

You are included in the settlement as a member of Class 2 if you meet the following definition:

All persons who are not members of Class 3 who were questioned and/or interrogated by Federal Immigration Authorities at an Operated Location as a result of a Primary Class Member's Guest Information being provided to Federal Immigration Authorities.

You are included in the settlement as a member of Class 3 if you meet the following definition:

All persons who were placed in immigration removal proceedings in connection with their encounter with Federal Immigration Authorities at an Operated Location as a result of a Primary Class Member's Guest Information being provided to Federal Immigration Authorities.

6. How will it be determined if my information was provided to Federal Immigration Authorities?

Questions? Call [REDACTED]

The Claims Administrator will determine whether you are a member of the Primary Class if it can reasonably be determined from Defendants' records and the information you provide in the claim form that your Guest Information was provided to Federal Immigration Authorities. The Claims Administrator will determine whether you are a member of either Class 2 or Class 3 if it can reasonably be determined from Defendants' records and the information provided in the claim form that your encounter with Federal Immigration Authorities at an Operated Location was a result of a Primary Class Member's Guest Information being provided to Federal Immigration Authorities.

The Settlement Benefits – What You Can Receive

7. What does the settlement provide?

Defendants will pay \$50 to each member of the primary settlement class who is not also a member of Class 2 or Class e and makes a legitimate claim in the determination of the claims administrator, up to a class-wide total of \$1,000,000.

Defendants will pay \$1,000 to each member of Class 2 who makes a legitimate claim in the determination of the claims administrator, up to a class-wide total of \$1,000,000.

Defendants will pay each class member of Class 3 who makes a legitimate claim in the determination of the claims administrator an amount of at least \$7,500 to be determined by the Claims Administrator, up to a class-wide total of \$5,600,000.

8. If I am a member of Class 3, how will the amount I receive be determined?

The amount will be determined by a Class Counsel and the Claims Administrator based on information you provide on the claim form, including whether you have children or other dependants, whether you were arrested, the length of any detention you experienced, the amount you spent in legal fees and other financial costs associated with your participation in immigration proceedings, and any other circumstances that warrant recognition of an award.

9. How do I get the benefits that the settlement provides?

You must complete and submit a claim form to receive any money under the settlement. Claim forms are available and may be submitted online at here [LINK]. Claim forms are also available by calling [PHONE NUMBER].

10. What if my claim is denied?

You will receive written notice if your claim is denied. You may appeal your claim to the Claims Administrator by requesting review of your claim from the Claims Administrator, submitted online or postmarked within 21 days from the date on the notice your claim was denied.

11. When will I receive my settlement benefits?

The Court will hold a hearing on [_____] (subject to schedule changes ordered by the Court) to decide whether to approve the settlement. Settlement benefits will be distributed if and when the Court grants approval to the settlement and after any appeals are resolved.

12. What rights am I giving up to receive settlement benefits and stay in the Settlement Class(es)?

If you are a Class Member in any class, then, unless you exclude yourself, you will be in the Settlement Class. If the settlement is approved and becomes final, then all of the Court's orders will apply to you and legally bind you. That means you won't be able to sue or be part of any other lawsuit against Motel 6 or other released parties for the legal issues and claims resolved by the settlement. The specific rights you are giving up are called Released Claims (see Question 13).

13. What are the Released Claims and who are the parties being released?

Questions? Call [REDACTED]

The parties being released are Defendants and each of their past and present employees, parents, subsidiaries, affiliates, officers, directors, agents, managers, owners, insurers, successors, and assigns and those in active concert or participation with them, or any of them..

The Released Claims are all claims that arise out of or relate to conduct between February 1, 2017 and November 2, 2018 concerning the provision of Guest Information to any federal, state, or local law enforcement (including, but not limited to, Federal Immigration Authorities), including, but not limited to, any conduct alleged and cause of action asserted in this action, or that could have been asserted or alleged in this action, and arising out of the facts alleged in this action (including, but not limited to alleged race and national-origin discrimination, consumer protection violations, privacy violations, constitutional claims, contract or tort claims and any other federal, state, or local law claims).

Excluding Yourself from the Settlement

If you want to keep the right to sue Defendants or related parties about the legal claims in the lawsuit, and if you don't want to receive benefits from this settlement, then you must take steps to exclude yourself. This is sometimes called opting out of the settlement.

14. How do I exclude myself from the settlement?

To ask to be excluded, you must submit online or send a letter to the Claims Administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050.

Your letter must be postmarked or submitted online by [] and include your name, address, and telephone number, the text on the "Request for Exclusion" form, and your signature. The "Request for Exclusion" form that is available online here [link] or that can be obtained by calling [PHONE NUMBER].

15. If I exclude myself, will I still receive a payment from the settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be Class Member in this settlement. You can receive a payment only if you stay in the Settlement Class.

16. If I don't exclude myself, can I sue Motel 6 in a different lawsuit for the same claims?

No. Unless you exclude yourself, you are giving up the right to sue Motel 6 or other released parties for the claims that this Settlement resolves. You must exclude yourself from *this* settlement to start your own lawsuit or be part of any other lawsuit.

17. What if I exclude myself from the settlement and change my mind later?

To withdraw your request to exclude yourself, you must submit online or send a letter to the Claims Administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050.

Your letter must be postmarked or submitted online by [] and include your name, address, and telephone number, the text on the "Rescission of Opt-Out" form, and your signature. The "Rescission of Opt-Out" form that is available online here [link] or that can be obtained by calling [PHONE NUMBER].

Objecting to the Settlement

You can tell the Court if you don't agree with the settlement or any part of it.

18. How do I tell the Court if I don't like the settlement?

If you are a Class Member, then you can tell the Court that you don't agree with the settlement or some part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *Jane V. et al. v.*

Questions? Call []

Motel 6 Operating L.P., U.S. District Court for the District of Arizona, Case No. 18-cv-0242-PHX DGC, and give a detailed statement of the reasons for your objection. You must include 1) a detailed statement with specificity of the reasons for the objection; (2) your name, address, and telephone number; (3) the date and location of the Operated Location at which you stayed; (4) the circumstances (if any) in which you were contacted by Federal Immigration Authorities and/or placed in removal proceedings; (5) whether the objection applies only to you, to a specific subset of the class, or to the entire class; and (6) your signature.

You must mail your objection to the Claims Administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050, or submit it online. It must be submitted online or postmarked no later than [_____].

If you do not file an objection to the settlement that meets these requirements, you may waive your right to further challenge or appeal the settlement.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class (that is, if you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

The Lawyers Representing You

20. Do I have a lawyer in this case?

Yes. The Mexican American Legal Defense and Educational Fund and the Ortega Law Firm represent you and other Class Members as "Class Counsel." You will not be charged personally for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. For example, you can hire your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. Class Counsel cannot represent you if you exclude yourself from the settlement or if you object to the settlement.

21. How will the lawyers be paid?

As a part of the settlement, Defendants will pay Class Counsel \$300,000 if the settlement is approved by the Court.

The Court's Fairness Hearing

22. When and where will the Court decide whether to approve the Settlement?

A hearing will be held on [_____], at [_____] at the U.S. District Court for the District of Arizona, located at the Sandra Day O'Connor United States Courthouse, 401 W. Washington St., Suite 130, SPC 1, Phoenix, AZ, 85003-2118. At the hearing, the Court will determine whether the settlement should be approved as fair, reasonable, and adequate, and whether final judgment should be entered. All papers that will be filed with the Court in connection with the fairness hearing (also called a Final Approval Hearing) will be available for review online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

23. Do I have to come to the hearing?

No. Unless you exclude yourself from the settlement or object to the settlement, Class Counsel will continue to represent you and will answer any questions the Court may have about the settlement, although you are welcome to attend the hearing at your own expense. If you file an objection to the settlement, you may attend the hearing and request to speak to the Court about your objection, but you are not required to do so. As long as you mailed your written objection or submitted it online on time,

Questions? Call [_____]

signed it and provided all of the required information (see Question No. 18), the Court will consider your objection. You may, if you wish, pay your own lawyer to attend the hearing, but you are not required to do so.

24. May I speak at the hearing?

Yes. You may ask the Court to speak at the fairness hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Jane V. et al. v. Motel 6 Operating L.P.*, U.S. District Court for the District of Arizona, Case No. 18-cv-0242-PHX DGC."

You must include your name, address, phone number, and signature. If you plan to have your own attorney speak for you at the hearing, then you must also include the name, address and telephone number of the attorney who will appear. Your written request must be mailed to all three of the following addresses:

Court	Class Counsel	Defense Counsel
United States District Court for the District of Arizona Sandra Day O'Connor United States Courthouse 401 W. Washington St., Suite 130, SPC 1 Phoenix, AZ, 85003-2118	Thomas A. Saenz Andrés R. Holguin-Flores MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND 634 S. Spring St., 11th Fl. Los Angeles, CA 90014	Don Bivens Patricia Lee Refo SNELL & WILMER L.L.P. One Arizona Center 400 E. Van Buren St., Suite 1900 Phoenix, Arizona 85004-2202

and must be postmarked by [_____].

If You Do Nothing

25. What happens if I do nothing?

If you do nothing, you will automatically remain in the settlement and will release claims (see Question Nos. 12-13, above), but you will not receive any benefits unless you submit a Claim Form. Claim Forms are available and may be submitted online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). Claim Forms are also available by calling [PHONE NUMBER]. Keep in mind that if you do nothing, then you will not be able to sue, or continue to sue, Motel 6 or other released parties—as part of any other lawsuit—under state or federal law about any issues within the scope of the releases in the settlement. The releases are described in detail in the response to Question No. 13 above.

Obtaining More Information

26. How do I obtain more information?

This notice summarizes the settlement. More details are in the Settlement Agreement, the Complaint and the Court's Preliminary Approval Order – all of which are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). You may also contact Class Counsel, Mexican American Legal Defense and Educational Fund, 634 S. Spring St., 11th Fl., Los Angeles, CA 90014, 213-629-2512, or the Claims Administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050, 516-944-2700.

Please do not contact the Court, Motel 6 or the lawyers for Motel 6. They cannot answer your questions.

DATE: [insert]

Questions? Call [REDACTED]

Jane V., et al. v. Motel 6 Operating LP, et al.

No:18-02420PHX DGC

United States District Court for the District of Arizona

FACEBOOK AND TWITTER NOTICES

[SPANISH VERSIONS WILL ALSO BE AVAILABLE]

Twitter:

CLICK HERE [LINK] IF YOU STAYED AT A MOTEL 6 AFTER JANUARY 31, 2017 FOR INFORMATION ABOUT A CLASS ACTION SETTLEMENT THAT COULD AFFECT YOU. IF YOU WERE QUESTIONED BY IMMIGRATION AUTHORITIES OR PLACED IN IMMIGRATION REMOVAL PROCEEDINGS, YOU COULD RECEIVE ADDITIONAL BENEFITS.

Facebook:

IF YOU STAYED AT A MOTEL 6 BETWEEN FEBRUARY 1, 2017 AND NOVEMBER 2, 2018, YOU COULD GET BENEFITS AND YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT. IF YOU WERE QUESTIONED BY IMMIGRATION AUTHORITIES OR PLACED IN IMMIGRATION REMOVAL PROCEEDINGS IN CONNECTION WITH YOUR STAY, YOU MAY BE ENTITLED TO ADDITIONAL BENEFITS. CLICK HERE [LINK] FOR MORE INFORMATION.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jane V.; John A.; John E.; Jane F.; John D.;
John M.; Jane N.; and John W.; individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

Motel 6 Operating L.P., a limited
partnership; G6 Hospitality LLC, a limited
liability company, dba Motel 6; and Does 1-
10,

Defendants.

No.: 2:18-cv-00242-DGC

[PROPOSED] ORDER

Plaintiffs Jane V.; John A.; John E.; Jane F.; John D.; John M.; Jane N.; and John W. and Defendants Motel 6 Operating L.P. and G6 Hospitality LLC have entered into a Settlement Agreement, a copy of which is attached as *Exhibit A*. The Parties have filed a Joint Motion for an Order (1) Granting Preliminary Approval of Class Action Settlement, (2) Conditionally Certifying Settlement Class, (3) Appointing Class Representatives and Class Counsel, (4) Approving Notice Plan, and (5) Setting Final Approval Hearing.

Having reviewed the Settlement Agreement, the Joint Motion and the pleadings and other papers on file in this action, the Court finds that the Joint Motion should be GRANTED and that this Order should be entered. The Court gives its preliminary approval to the terms of the Settlement Agreement, subject to a Final Approval Hearing to be held for the purpose of deciding whether to grant final approval to the settlement.

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
2 FOLLOWS:

3 **DEFINITIONS**

4 1. For purposes of this Order, the Definitions in Section III of the Settlement
5 Agreement shall apply.

6 **RULE 23(a)**

7 2. The Court finds that each of the prerequisites of Rule 23(a) is satisfied.

8 a. The class is so numerous that joinder of all members is impractical.
9 Defendants stipulate that the Primary Class contains at least 20,000 members, and
10 common sense indicates that Classes 2 and 3 are sufficiently numerous. *See*
11 *Newberg on Class Actions* § 3.3 (4th ed.2002) (where “the exact size of the class is
12 unknown, but general knowledge and common sense indicate that it is large, the
13 numerosity requirement is satisfied”).

14 b. There are numerous questions of law or fact common to the class.
15 All class members are individuals whose Guest Information was provided to
16 Federal Immigration Authorities or who were questioned or placed in immigration
17 removal proceedings as a result of Guest Information being provided to Federal
18 Immigration Authorities.

19 c. The claims of the representative parties are typical of the claims of
20 the class. Defendants’ records indicate that six Plaintiffs are members of the
21 Primary Class. All but one Plaintiff was arrested at a Motel 6 property, placed in
22 removal proceedings, and is either a Primary Class member or shared a room at
23 Motel 6 with a Primary Class member at the time of his or her arrest. They are
24 thus members of Class 3. The remaining proposed class representative was
25 interrogated by Federal Immigration Authorities at a Motel 6 property while
26 sharing a room with a Primary Class member, but was not placed in removal
27 proceedings. She is thus a member of Class 2.
28

1 d. The representative parties will fairly and adequately protect the
2 interests of the class. Plaintiffs do not have interests that conflict with the proposed
3 Settlement Class. Plaintiffs allege that they, like all Class Members, contracted for
4 hospitality services and had their Guest Information disclosed to Federal
5 Immigration Authorities or were interrogated and/or placed in removal procedures
6 as a result of Guest Information being disclosed to Federal Immigration
7 Authorities. Plaintiffs' counsel also satisfies the adequacy requirement, as is
8 evidenced by their thorough investigation, detailed Complaint, and extensive work
9 in mediating and negotiating the proposed Settlement. Plaintiffs' counsel has
10 numerous years' experience, and demonstrated success, in bringing class action
11 claims. MALDEF, one of Plaintiffs' counsel, is a longstanding non-profit whose
12 mission is to provide legal services to individuals such as Plaintiffs and members
13 of the Settlement Class. Proposed Class Counsel are competent and qualified and
14 will more than adequately protect the Class' interests.

15 **RULE 23(b)**

16 3. For purposes of equitable and monetary relief under Federal Rules of Civil
17 Procedure 23(b)(2) and (b)(3), respectively, the classes represented by Plaintiffs are
18 defined as follows:

- 19 a. A Primary Class, consisting of all persons who stayed at an Operated
20 Location between February 1, 2017, and November 2, 2018, and whose
21 Guest Information was provided to Federal Immigration Authorities by
22 Defendants' employees, except those who file a timely request to opt-out of
23 the monetary damages provisions.
- 24 b. Class 2, consisting of all persons who are not members of Class 3 who were
25 questioned and/or interrogated by Federal Immigration Authorities at an
26 Operated Location as a result of a Primary Class Member's Guest
27 Information being provided to Federal Immigration Authorities, except
28

1 those who file a timely request to opt-out of the monetary damages
2 provisions.

- 3 c. Class 3, consisting of all persons who were placed in immigration removal
4 proceedings in connection with their encounter with Federal Immigration
5 Authorities at an Operated Location as a result of a Primary Class Member's
6 Guest Information being provided to Federal Immigration Authorities,
7 except those who file a timely request to opt-out of the monetary damages
8 provisions.

9 4. For purposes of the injunctive relief set forth in the proposed settlement,
10 Defendants have acted or refused to act on grounds that apply generally to the Primary
11 Class under Rule 23(b)(2). Plaintiffs' request for monetary relief in this case is
12 "incidental" to the Complaint's primary claims for injunctive relief. *Wal-Mart Store, Inc.*
13 *v. Dukes*, 564 U.S. 338, 350 (2011). Plaintiffs have obtained an agreement by Defendants
14 to stop the conduct at issue and institute policies and procedures for addressing requests
15 from Federal Immigration Authorities to prevent the conduct alleged in the complaint
16 from reoccurring and to enable Motel 6 guests to raise concerns if they believe the alleged
17 conduct has recurred, as memorialized in the Agreement. Further, claims by Class
18 Members for monetary relief are secondary in that the compensation flows directly out of
19 Defendants' conduct that affected all class members.

20 5. For purposes of the monetary relief set forth in the proposed settlement,¹ the
21 questions of law or fact common to the class predominate over questions affecting only
22 individual members. Further, damages can be measured with a common methodology
23

24 ¹ The Agreement provides that: (1) Defendants will pay \$50 in damages to each member
25 of the Primary Class who is not also a member of either Class 2 or Class 3 and makes a
26 legitimate claim in the determination of the Claims Administrator, up to a class-wide total
27 of \$1,000,000; (2) Defendants will pay \$1000 in damages to each member of Class 2 who
28 makes a legitimate claim in the determination of the Claims Administrator, up to a
 subclass-wide total of \$1,000,000; and (3) Defendants will pay each member of Class 3
 who makes a legitimate claim in the determination of the Claims Administrator an amount
 in damages of at least \$7,500 to be determined by the Claims Administrator in
 consultation with Class Counsel, up to a class-wide total of \$5,600,000.

1 that is directly connected to the alleged wrong as described in the Agreement. *See*
 2 *Comcast Corp. v. Behrend*, 569 U.S. 27, 34–38 (2013).

3 6. Class treatment is also the superior means to adjudicate Plaintiffs’ claims.
 4 Resolving all claims in one proceeding will preserve efficiency for the parties and judicial
 5 economy. *See Deposit Guar. Nat’l Bank v. Roper*, 445 U.S. 326, 338-339 (1980). In
 6 addition, continued litigation without class certification could potentially “dwarf potential
 7 recovery.” *Hanlon*, 150 F.3d at 1023.

8 **PRELIMINARY APPROVAL**

9 7. At this preliminary approval stage, a final analysis of the settlement’s merits
 10 is not required. Instead, a more detailed assessment is reserved for final approval after
 11 class notice has been sent and class members have had the opportunity to object to, or to
 12 opt-out of the monetary damages provision of, the settlement. *See* Moore’s Fed. Prac. §
 13 23.165[3] (3d ed. 2005). Accordingly, “[p]reliminary approval of a settlement and notice
 14 to the proposed class is appropriate [i]f [1] the proposed settlement appears to be the
 15 product of serious, informed, noncollusive negotiations, [2] has no obvious deficiencies,
 16 [3] does not improperly grant preferential treatment to class representatives or segments of
 17 the class, and [4] falls with[in] the range of possible approval[.]” *Vasquez v. Coast Valley*
 18 *Roofing, Inc.*, 670 F. Supp. 2d 1114, 1125 (E.D. Cal. 2009) (citation and internal
 19 quotations omitted); *accord Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 363 (D. Ariz.
 20 2009) (Campbell, J.). All of the above factors are amply satisfied here and the terms are
 21 fair. All factors required for issuing notice under the amendments to Rule 23(e) effective
 22 December 1, 2018 are also satisfied here.

23 8. The Parties’ negotiations were also vigorous and contested, with both
 24 Parties represented by experienced counsel. The Parties engaged in a series of informal,
 25 arm’s length discussions over a period of months before enlisting the services of an
 26 independent, professional mediator. A full-day mediation resulted in a tentative
 27 settlement Agreement. These lengthy negotiations before a third party demonstrate that
 28 the settlement was not collusive. *See, e.g., Adams v. Inter-Con Sec. Sys., Inc.*, No. C-06-

1 5428 MHP, 2007 WL 3225466, at *3 (N.D. Cal. Oct. 30, 2007) (“The assistance of an
 2 experienced mediator in the settlement process confirms that the settlement is non-
 3 collusive.”). The Agreement does not give preferential treatment to the Class
 4 Representatives.

5 **CONDITIONAL CLASS CERTIFICATION**

6 9. The Court conditionally certifies for settlement purposes the following class
 7 and subclasses of plaintiffs:

8 10. A Primary Class, consisting of all persons who stayed at an Operated
 9 Location between February 1, 2017, and November 2, 2018, and whose Guest Information
 10 was provided to Federal Immigration Authorities by Defendants’ employees, except those
 11 who file a timely request to opt-out of the monetary damages provisions.

12 11. Class 2, consisting of all persons who are not members of Class 3 who were
 13 questioned and/or interrogated by Federal Immigration Authorities at an Operated
 14 Location as a result of a Primary Class Member’s Guest Information being provided to
 15 Federal Immigration Authorities, except those who file a timely request to opt-out of the
 16 monetary damages provisions.

17 12. Class 3, consisting of all persons who were placed in immigration removal
 18 proceedings in connection with their encounter with Federal Immigration Authorities at an
 19 Operated Location as a result of a Primary Class Member’s Guest Information being
 20 provided to Federal Immigration Authorities, except those who file a timely request to
 21 opt-out of the monetary damages provisions.

22 13. Jane V.; John A.; John E.; John D.; John M.; and John W. are designated as
 23 class representatives of the Primary Class. Jane F. is designated as class representative of
 24 Class 2. Jane V.; John A.; John E.; John D.; John M.; Jane N.; and John W. are designated
 25 as class representatives of Class 3.

26 14. MALDEF and the Ortega Law Firm are appointed as counsel to the class.
 27
 28

1 15. The Court appoints Martin F. Scheinman, Esq. to serve as the Settlement
2 Administrator to perform the tasks described, and be compensated as set forth, in the
3 Settlement Agreement.

4 16. The Court appoints Arden Claims Service in Port Washington, New York to
5 serve as the Claims Administrator to perform the tasks described, and be compensated as
6 set forth, in the Settlement Agreement.

7 **NOTICE**

8 17. The Claims Administrator shall by _____ cause notice to be
9 mailed in the name of the clerk by first class mail, postage prepaid, to all class members
10 who can be identified by the means described in the Settlement Agreement. The Notice
11 shall be substantially in the form attached as *Exhibit B*, and be sent in both English and
12 Spanish.

13 18. In addition, the Class Counsel shall cause notice of the class settlement to be
14 published substantially in the form attached as *Exhibit C* on MALDEF's Facebook and
15 Twitter accounts and the Claims Administrator shall cause notice of the class settlement to
16 be published substantially in the form attached as *Exhibit D* on the website to be
17 established by the Claims Administrator. The notice shall be posted in both English and
18 Spanish.

19 19. The Court finds that notice in the manner set forth herein is reasonable and
20 constitutes due, adequate and sufficient notice to all persons entitled to receive notice, is
21 the best practicable notice, and is reasonably calculated to apprise members of the Primary
22 Class of the pendency of this action and of their right to object or to exclude themselves
23 from the monetary portions of this settlement.

24 **REQUESTS FOR EXCLUSION AND CLAIM FORMS**

25 20. Any member of the Settlement Class who wishes to be excluded from the
26 settlement must comply with the terms set forth in *Exhibit D* and incorporate the language
27 set forth in Section XII.F.1.b.i of *Exhibit A* and submit a request for exclusion received
28 online by the Claims Administrator or postmarked no later than _____.

1 21. Any Member of the Settlement Class who submits a request for exclusion
2 and wishes to rescind that request must do so by _____. The request to rescind the
3 request for exclusion must comply with the terms set forth in *Exhibit D*, and incorporate
4 the language set forth Section XII.F.1.c.i of *Exhibit A*.

5 22. Potential Class Members who seek monetary damages must complete a
6 claim form substantially in the form attached as *Exhibit E* and cause it to be filed with the
7 Claims Administrator by _____. The claim form must be postmarked
8 or submitted online on or before such date in order to be considered timely. Failure to file
9 a timely claim form, for any reason whatsoever, shall bar the potential Class Member
10 from having his or her claim considered and from receiving monetary damages from the
11 Settlement Account. Claims may be filed by deceased claimants through representatives
12 of their estate if appropriate documentation is provided.

13 23. The Claims Administrator shall make the determination as to whether a
14 claim form is complete. If it is not complete, the Claims Administrator shall request
15 additional information from the claimant, if it appears that such additional information
16 would complete the Claim Form. Such requests for information shall be in writing and
17 shall specify the information necessary to complete the claim form. The requests for
18 information will be sent via first class mail, printed in English and Spanish, and inform
19 the claimant that a response must be returned no later than forty-five (45) days from the
20 date the request for information was mailed. The claimant must provide the requested
21 information, signed under penalty of perjury, to the Claims Administrator by mail with a
22 postmark no later than forty-five (45) days from the date of the mailed request for
23 information. Such additional information shall be considered part of the original claim
24 form and will relate back to the original filing date. The failure of a claimant to timely
25 respond to the request for information may result in the denial of the claim.

26 24. For claims received after the filing deadline, the Claims Administrator shall
27 notify late-filing claimants that their claims are untimely and that they are not eligible for
28 any monetary award. The Claims Administrator shall also inform late-filing claimants

1 that they may seek a review of the determination that they filed untimely by requesting the
 2 Claims Administrator to reconsider its determination. The Claims Administrator may
 3 reverse its determination that a claim was not timely filed only if the claimant proves that
 4 (1) the claim form was filed on or before the filing deadline and that the untimeliness
 5 determination is erroneous; or (2) that he or she could not timely complete the claim form
 6 due to exceptional circumstances, which includes deportation, change of address, or other
 7 events that the Claim Administrator may consider.

8 **APPEALS OF CLAIMS ELIGIBILITY**

9 25. Within ninety (90) days of the close of the claims filing period, all ineligible
 10 claimants shall receive written notice of their ineligibility for monetary damages. Any
 11 claimants wishing to seek review of their ineligibility determinations must do so by
 12 returning a written request for review to the Claims Administrator by mail with a
 13 postmark no later than twenty-one (21) days from the date of the notice of claim
 14 ineligibility. Failure to file a timely request for review shall bar a claimant from
 15 challenging a determination of ineligibility.

16 26. The Claims Administrator shall resolve the requests for review based on the
 17 written requests for review and any other documentation or written information submitted
 18 by the claimant, or deemed necessary by the Claims Administrator. The Claims
 19 Administrator may seek further written information from the claimant as to the basis of
 20 their request and may consider the written arguments of Class Counsel or Defendants.

21 27. The Claims Administrator shall attempt to expeditiously resolve any
 22 requests for review within sixty (60) days after the filing of the request for review. The
 23 Claims Administrator's decisions shall be communicated to the claimant in writing and
 24 shall be binding and non-appealable.

25 **OBJECTIONS**

26 28. Class Members objecting to the terms of the Agreement must submit them
 27 online or postmarked to the Claims Administrator by _____. The written objection
 28 must include (1) a detailed statement with specificity of the reasons for the objection; (2)

1 the objecting Class Member's name, address, and telephone number; (3) the date and
2 location of the Operated Location at which the objecting Class Member stayed; (4) the
3 circumstances (if any) in which the Class Member was contacted by Federal Immigration
4 Authorities and/or placed in removal proceedings; (5) whether the objection applies only
5 to the objector, to a specific subset of the class, or to the entire class; and (6) the objecting
6 Class Member's signature.

7 29. The Claims Administrator will record the date of receipt of the objection
8 and forward it to both Class Counsel and Defendants within two (2) business days
9 following receipt. The Claims Administrator will also file the original objections with the
10 Clerk of the Court no later than five (5) days prior to the scheduled Final Approval
11 Hearing date. The Claims Administrator shall retain copies of all written objections until
12 such time as it has completed its duties and responsibilities under this Agreement.

13 **FINAL HEARING**

14 30. A Final Approval Hearing shall be held on _____ at
15 _____ for the purpose of determining whether the proposed settlement is fair,
16 reasonable and adequate and should be finally approved by the Court, and for ruling on
17 the Parties' request that Defendants shall pay to MALDEF \$300,000 for litigation-related
18 attorneys' fees, expenses and costs.

19 31. The Parties shall file with the Court their motion for final settlement
20 approval on a date that is no later than 21 days before the date of the Final Approval
21 Hearing.

22 32. The Parties will file with the Court a reply brief in support of Final
23 Approval that responds to any objections no later than 7 days before the date of the Final
24 Approval Hearing.

25 33. Objectors who intend to appear at the Final Approval Hearing will file with
26 the Court and mail to the Parties a Notice of Intent to Appear that complies with the terms
27 set forth in *Exhibit D* no later than 7 days prior to the Final Approval Hearing.
28

34. The Court reserves the right to adjourn or to continue the Final Approval Hearing, or any further adjournment or continuance thereof, without further notice other than announcement at the Final Approval Hearing or at any adjournment or continuance thereof; and to approve the settlement with modifications, if any, consented to by Class Counsel and Defendants without further notice.

35. All pretrial proceedings and deadlines in this lawsuit are stayed and suspended until further order of this Court.

DATED this ____ day of _____, 2018.

David G. Campbell, United States District Judge