

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.: CV18-0242-PHX-DGC

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 (“the Parties”) have entered into a Second Amended Settlement Agreement and First Addendum, attached as **Exhibit A** (“the Agreement”). The Parties’ Joint Motion asks the Court to (1) preliminarily approve the Agreement, (2) conditionally certify the Settlement Class and the Injunctive Relief Class, (3) appoint Class Representatives and Class Counsel, (4) approve the Notice Plan, and (5) set the Final Approval Hearing.

Because this is a settlement of a civil case between private parties, the Court’s role with respect to the settlement is limited. The Court makes no finding that Plaintiffs’ claims are meritorious or that Plaintiffs would prevail if this case were litigated or tried. Nor has the Court examined the merits of Defendants’ defenses to the claims. Thus, to the extent

1 any attorneys or parties suggest that the Court has ruled in their favor, they are incorrect.
2 To the extent any attorneys or parties suggest that the Court's approval of this settlement
3 is intended to send a message or to set a standard for other cases, they are incorrect. The
4 Court has not considered, and does not rule on, the merits of this case.

5 Normally, courts do not review or approve a settlement of a civil case; they simply
6 dismiss the case when the parties have settled and stipulate to dismissal. In this case,
7 however, the Court is required to approve the Agreement because this is a class action
8 under Rule 23 of the Federal Rules of Civil Procedure. Settlement of a class action will
9 bind members of the class who are not present in court and do not participate directly in
10 the proceedings. As a result, Rule 23 requires the Court to review and ensure, among other
11 things, that the case can be certified as a class action under Rule 23(a) and (b); that
12 members of the class will receive the best practicable notice of the Agreement; that the
13 Agreement is fair, reasonable, and adequate; that the Agreement treats class members
14 equitably relative to each other; and that the procedures for implementation of the
15 Agreement and distribution of the settlement proceeds are reasonable and fair. *See* Fed. R.
16 Civ. P. 23(a), (b), (c)(2), (e). The terms of the Agreement are not set by the Court; they
17 were negotiated and agreed to by the parties. The Court's task is simply to ensure that the
18 requirements of Rule 23 are satisfied.

19 The Court has reviewed the Agreement, the Joint Motion, and other papers filed in
20 this action, and has held two hearings and a telephone conference with the parties. The
21 Court will grant the Joint Motion as set forth below. The Court will preliminarily approve
22 the Agreement, subject to a Final Approval Hearing.

23 **DEFINITIONS**

24 1. For purposes of this Order, the defined terms of the Agreement apply.

25 **RULE 23(a)**

26 2. The Court finds that each of the prerequisites of Rule 23(a) is likely to be
27 satisfied. *See* Fed. R. Civ. P. 23(e)(1)(B)(ii).
28

1 a. The Court is likely to be able to find that the class is so numerous that
2 joinder of all members is impractical. The Primary Class and the Injunctive Relief
3 Class contain over 52,000 members, and available evidence suggest that Class 2 is
4 sufficiently numerous for certification, particularly in light of the number of potential
5 members located by Class Counsel to date.

6 b. The Court is likely to be able to find that there are questions of law or
7 fact common to the classes. Primary Class Members and Injunctive Relief Class
8 Members make similar claims regarding actions of Defendants, and Class 2
9 Members all make similar claims regarding Defendants' actions.

10 c. The Court is likely to be able to find that Plaintiffs' claims are typical
11 of the claims of the classes. Six of the eight Plaintiffs (Jane V., John A., John E.,
12 John D., John M., and John W.) (the "Primary Class and Injunctive Class
13 Representatives") qualify as Primary Class Members and Injunctive Relief Class
14 Members based on the allegations of their claims. The remaining two Plaintiffs (Jane
15 F. and Jane N.) (the "Class 2 Representatives") qualify as Class 2 Members based
16 on their claims.

17 d. The Court is likely to be able to find that the representative parties will
18 fairly and adequately protect the interests of the classes. Plaintiffs do not appear to
19 have interests that conflict with the proposed Settlement Class and Injunctive Relief
20 Class.

21 e. Class Counsel also satisfy the adequacy requirement, evidenced by
22 their investigation of this case, their detailed Complaint and Amended Complaint,
23 and their work in negotiating the proposed Agreement. Class Counsel have
24 experience in bringing class action claims.

25 **RULE 23(b)**

26 3. For purposes of monetary relief under Federal Rule of Civil
27 Procedure 23(b)(3), the classes represented by Plaintiffs are defined as follows:
28

1 a. A Primary Class, consisting of all persons who were Registered Guests at a
2 Motel 6 Location in the United States during the Class Period, and whose
3 Guest Information was provided to Federal Immigration Authorities by a
4 Motel 6 Location in the United States, except those who file a timely request
5 to opt-out of the Settlement Class.

6 b. Class 2, consisting of all Guests at a Motel 6 Location in the United States
7 during the Class Period who were not Registered Guests, and were
8 questioned, interrogated, detained, and/or placed in immigration removal
9 proceedings by Federal Immigration Authorities as a result of a Motel 6
10 Location's disclosure of Guest Information to Federal Immigration
11 Authorities, except those who file a timely request to opt-out of the Settlement
12 Class.

13 4. For purposes of equitable relief under Federal Rule of Civil Procedure
14 23(b)(2), the Injunctive Relief Class represented by Plaintiffs is defined as follows: all
15 persons who were Guests at a Motel 6 Location in the United States during the Class Period,
16 and whose Guest Information was provided to Federal Immigration Authorities by a
17 Motel 6 Location in the United States.

18 5. Excluded from the Releasing Class are the Motel 6 Entities and all federal
19 governmental entities and personnel, including Federal Immigration Authorities.

20 6. The Court will likely be able to certify the classes for purposes of judgment.
21 *See* Fed. R. Civ. P. 23(e)(1)(B)(ii).

22 7. For purposes of the injunctive relief set forth in the Agreement, the Court will
23 likely be able to find that Defendants have acted in a manner that applies generally to the
24 Injunctive Relief Class under Rule 23(b)(2), and that, if injunctive relief were awarded, it
25 would be appropriate for the class as a whole.

26 8. For purposes of the monetary relief set forth in the Agreement, the Court will
27 likely be able to find that questions of law or fact common to the classes predominate over
28 questions affecting only individual members. Further, damages can be measured with a

1 common methodology.

2 9. The Court will also likely be able to find that class treatment is the superior
3 means to adjudicate Plaintiffs' claims. Resolving all claims in one proceeding will preserve
4 efficiency for the parties and judicial economy.

5 **PRELIMINARY APPROVAL**

6 10. At this preliminary approval stage, a final analysis of the Agreement's merits
7 is not required. A more detailed assessment is reserved for final approval after class notice
8 has been sent and members of the Settlement Class and Injunctive Relief Class have had
9 the opportunity to object to the terms of the Agreement, and members of the Settlement
10 Class have had the opportunity to opt-out of the Settlement Class. Preliminary approval is
11 appropriate if the Court finds that it "will likely be able to approve the [Parties'] proposal
12 under Rule 23(e)(2)" after considering whether:

13 (A) the class representatives and class counsel have adequately represented
14 the class; (B) the proposal was negotiated at arm's length; (C) the relief
15 provided for the class is adequate, taking into account: (i) the costs, risks, and
16 delay of trial and appeal; (ii) the effectiveness of any proposed method of
17 distributing relief to the class, including the method of processing
18 class-member claims; (iii) the terms of any proposed award of attorney's fees,
19 including timing of payment; and (iv) any agreement required to be identified
20 under Rule 23(e)(3); and (D) the proposal treats class members equitably
21 relative to each other.

22
23 Fed. R. Civ. P. 23(e)(1)(B)(i) & (e)(2). The Court finds for purposes of preliminary
24 approval that these factors are satisfied.

25 11. The Parties' have avowed that their negotiations were vigorous and contested,
26 with both Parties represented by experienced counsel. The Parties engaged in a series of
27 informal, arm's-length discussions over a period of months before enlisting the services of
28 an independent, professional mediator. A full-day mediation resulted in a tentative

1 settlement agreement, and the complaint and Agreement were substantially revised after a
2 second full-day mediation. These negotiations before a third party suggest that the
3 Agreement was not collusive. The Agreement does not give preferential treatment to the
4 Class Representatives.

5 **CONDITIONAL CLASS CERTIFICATION**

6 12. The Court conditionally certifies for settlement purposes the Releasing Class,
7 which includes the following classes of plaintiffs:

- 8 a. A Primary Class, consisting of all persons who were Registered Guests at a
9 Motel 6 Location in the United States during the Class Period, and whose
10 Guest Information was provided to Federal Immigration Authorities by a
11 Motel 6 Location in the United States, each of whom shall be a “Primary Class
12 Member,” except those who file a timely request to opt-out of the Settlement
13 Class.
- 14 b. Class 2, consisting of all Guests at a Motel 6 in the United States during the
15 Class Period who were not Registered Guests, and were questioned,
16 interrogated, detained, and/or placed in immigration removal proceedings by
17 Federal Immigration Authorities as a result of a Motel 6 Location’s disclosure
18 of Guest Information to Federal Immigration Authorities, each of whom shall
19 be a “Class 2 Member,” except those who file a timely request to opt-out of
20 the Settlement Class.
- 21 c. An Injunctive Relief Class, consisting of all persons who were Guests at a
22 Motel 6 Location in the United States during the Class Period, and whose
23 Guest Information was provided to Federal Immigration Authorities by a
24 Motel 6 Location in the United States.

25 13. Excluded from the Releasing Class are the Motel 6 Entities and all federal
26 governmental entities and personnel, including Federal Immigration Authorities.
27
28

1 14. Jane V., John A., John E., John D., John M., and John W. are designated as
2 class representatives of the Primary Class and the Injunctive Relief Class. Jane F. and
3 Jane N. are designated as class representatives of Class 2.

4 15. The Court appoints MALDEF and the Ortega Law Firm to serve as Class
5 Counsel to the Primary Class, Class 2, and the Injunctive Relief Class.

6 16. The Court appoints Martin F. Scheinman, Esq. to serve as the Settlement
7 Administrator to perform the tasks described and be compensated as set forth in the
8 Agreement.

9 17. The Court appoints Arden Claims Service to serve as the Claims
10 Administrator to perform the tasks described and be compensated as set forth in the
11 Agreement.

12 18. The Court appoints Centro del los Derechos del Migrante, Inc. (“CDM”) to
13 perform the tasks described in the Agreement.

14 **NOTICE**

15 19. The Claims Administrator shall by **September 30, 2019** cause notice to be
16 mailed in the name of the clerk by first class mail, postage prepaid, to all Class Members
17 who can be identified by the means described in the Agreement. The Notice shall be
18 substantially in the form attached as **Exhibit B** (“Postcard Notice”), and be sent in both
19 English and Spanish.

20 20. In addition, Class Counsel shall cause notice of the class settlement to be
21 published substantially in the form attached as **Exhibit C** (“Facebook and Twitter Notices”) on
22 MALDEF and CDM’s Facebook and Twitter accounts, and the Claims Administrator
23 shall cause notice of the class settlement to be published substantially in the form attached
24 as **Exhibit D** (“Website Notice”) on the website to be established by the Claims
25 Administrator. The notice shall be posted in both English and Spanish.

26 21. The Court finds that notice in the manner set forth herein is reasonable and
27 constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is
28 the best practicable notice, and is reasonably calculated to apprise members of the Primary

1 Class, Class 2, and the Injunctive Relief Class of the pendency of this action and their right
 2 to object to the Agreement, and to apprise members of the Settlement Class of their right to
 3 exclude themselves from the Settlement Class.

4 **REQUESTS FOR EXCLUSION AND CLAIM FORMS**

5 22. Any person who wishes to opt out of the Settlement Class must comply with
 6 the terms in Paragraph 15 of **Exhibit D** regarding exclusion, incorporate the language in
 7 Section XII.I.2.a. of **Exhibit A**, and file a request for exclusion with the Court no later than
 8 **December 13, 2019**.

9 23. Any person who submits a request to opt out of the Settlement Class and
 10 wishes to rescind that request must do so by **December 31, 2019**. The request to rescind
 11 must comply with the terms in Paragraph 18 of **Exhibit D**, and incorporate the language in
 12 Section XII.I.3.a. of **Exhibit A**.

13 24. Any member of the Settlement Class who seeks monetary damages must
 14 complete a claim form substantially in the form attached as **Exhibit E** (“Claim Form”) and
 15 cause it to be filed with the Claims Administrator by **December 31, 2019**. The Claim Form
 16 must be postmarked or submitted online on or before such date in order to be considered
 17 timely. Failure to file a timely Claim Form, for any reason whatsoever, shall bar the
 18 potential Class Member from having his or her claim considered and from receiving
 19 monetary damages from the Settlement Account. Claims may be filed on behalf of deceased
 20 claimants by representatives of their estate if appropriate documentation is provided.

21 25. The Claims Administrator shall make the determination as to whether a Claim
 22 Form is complete. If it is not complete, the Claims Administrator shall request additional
 23 information from the claimant, if it appears that such additional information would complete
 24 the Claim Form. Such requests for information shall be in writing and shall specify the
 25 information necessary to complete the Claim Form. The requests for information will be
 26 sent via first class mail, printed in English and Spanish, and inform the claimant that a
 27 response must be returned no later than forty-five (45) days from the date the request for
 28 information was mailed. The claimant must provide the requested information, signed

1 under penalty of perjury, to the Claims Administrator by mail with a postmark no later than
2 forty-five (45) days from the date of the mailed request for information. Such additional
3 information shall be considered part of the original Claim Form and will relate back to the
4 original filing date. A claimant's failure to timely respond to the request for information
5 may result in the denial of the claim. Claimants who, for good cause shown, cannot submit
6 the requested information to complete the Claim Form, must provide the requested
7 information, signed under penalty of perjury, to the Claims Administrator by mail with a
8 postmark no later than forty-five (45) days from the date of the mailed request for
9 information.

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

20 **APPEALS OF CLAIMS ELIGIBILITY**

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

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

6 29. The Claims Administrator shall attempt to expeditiously resolve any requests
7 for review within sixty (60) days after the filing of the request for review. The Claims
8 Administrator's decisions shall be communicated to the claimant in writing and shall be
9 binding and non-appealable.

10 **OBJECTIONS**

11 30. Class Members and Injunctive Relief Class Members objecting to the terms
12 of the Agreement must file an objection with the Court by **December 13, 2019**. The written
13 objection must include: (1) a detailed statement, with specificity, of the reasons for the
14 objection; (2) the objecting Class Member's or Injunctive Relief Class Member's name,
15 address, and telephone number; (3) the date and location of the Motel 6 Location at which
16 the objecting Class Member or Injunctive Relief Class Member stayed; (4) the
17 circumstances (if any) in which the Class Member or Injunctive Relief Class Member was
18 questioned, interrogated, detained, and/or placed in immigration removal proceedings by
19 Federal Immigration Authorities; (5) whether the objection applies only to the objector, to
20 a specific subset of the class, or to the entire class; and (6) any other requirements set forth
21 in the notices.

22 **FINAL HEARING**

23 31. A Final Approval Hearing shall be held on **February 7, 2020 at 10:00 a.m.**
24 for the purpose of determining whether the proposed settlement satisfies the requirements
25 of Rule 23, whether the classes can be certified under Rule 23, and whether Defendants
26 shall pay MALDEF \$500,000 for litigation-related attorneys' fees, expenses, and costs.

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

Exhibit A

SECOND AMENDED 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 and as Class Representatives, 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. “Centro de los Derechos del Migrante, Inc.” or “CDM” means the organization that will assist the Claims Administrator to conduct class notice in Mexico and Latin America pursuant to a contract between CDM, the Claims Administrator, Mexican American Legal Defense and Educational Fund (“MALDEF”), and G6 Hospitality LLC (“G6”).

D. “Claims Administrator” means Arden Claims Service in Port Washington, New York, or any successor(s) agreed to by the parties to this Agreement.

E. “Class 2” means the definition set forth in Section VII.A.1.b.

1 F. “Class 2 Members” means the definition set forth in Section VII.A.1.b.

2 G. “Class Counsel” means MALDEF and the Ortega Law Firm.

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

4 I. “Class Period” means the period from February 1, 2015 through June 28,
5 2019.

6 J. “Class Representatives” or “Plaintiffs” means John A., John D., John E.,
7 Jane F., John M., Jane N., Jane V., and John W., proceeding pseudonymously.

8 K. “Court” means the United States District Court for the District of Arizona.

9 L. “Defendants” means Motel 6 Operating L.P. and G6 Hospitality LLC,
10 doing business as Motel 6.

11 M. “Effective Approval” means the entry of an order approving this
12 Agreement on the Final Approval Date by the Court and either: (1) the expiration of the
13 time for filing a direct appeal from the Court’s approval of the Agreement, or (2) if a
14 timely direct appeal is filed, the final resolution of the appeal (including any requests for
15 rehearing and/or petitions for writ of certiorari), resulting in final judicial approval of the
16 Agreement.

17 N. “Federal Immigration Authorities” means the following: United States
18 Department of Homeland Security Immigration and Customs Enforcement, Customs and
19 Border Patrol, Homeland Security Investigations, their officers or employees, and any
20 other employee of the Department of Homeland Security whose primary responsibility is
21 enforcement of federal immigration laws.

22 O. “Final Approval Date” means the date the Court approves this Agreement
23 and after there has been: (a) notice to the Settlement Class and the Injunctive Relief
24 Class; (b) opportunity to opt-out of the Settlement Class with respect to monetary
25 damages; (c) opportunity to submit a timely objection to the Agreement; (d) appropriate
26 discovery regarding any such timely objections; and (e) the Final Approval Hearing.

27 P. “Final Approval Hearing” means the hearing at which the Court considers
28 the fairness of and whether to approve this Agreement and after there has been: (a) notice
29 to the Settlement Class and the Injunctive Relief Class; (b) opportunity to opt-out of the

1 Settlement Class with respect to monetary damages; (c) opportunity to submit a timely
2 objection to the Agreement; and (d) appropriate discovery regarding any such timely
3 objections.

4 Q. “Final Approval Order” means the order the Court enters approving the
5 Agreement after having conducted the Final Approval Hearing.

6 R. “Franchised Location” means any lodging facility in the United States
7 operated under the “Motel 6” brand name by a third party under a franchise agreement
8 with Defendants and their respective affiliates.

9 S. “Guest” means any Registered Guest, as defined herein, or other person
10 occupying a guestroom in any Motel 6 Location.

11 T. “Guest Information” means the name, address, and/or other registration
12 information provided to a Motel 6 Location by a Registered Guest or Guest at the time of
13 check-in.

14 U. “Guest List” means computer-generated Motel 6 guest lists and the Guest
15 Information contained on them.

16 V. “Incident Report” means documentation of Guest Lists or other Guest
17 Information disclosed by a Motel 6 Location to Federal Immigration Authorities created
18 electronically at Operated Locations.

19 W. “Injunctive Relief Class” means the definition set forth in Section VII.B.

20 X. “Injunctive Relief Class Members” means the definition set forth in Section
21 VII.B.

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

26 Z. “Motel 6 Location” means any Motel 6 branded lodging facility in the
27 United States, including Operated Locations and Franchised Locations.

28 AA. “Operated Location” means any Motel 6 branded lodging facility in the
29 United States operated by Defendants.

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

5 CC. “Preliminary Approval Order” means the order by the Court that
6 preliminarily approves the Agreement, pending notice and opportunity to opt-out of the
7 Settlement Class with respect to monetary damages or, with regard to the Settlement
8 Class and the Injunctive Relief Class, to submit objections to the Agreement, and a
9 fairness hearing.

10 DD. “Primary Class” means the definition set forth in Section VII.A.1.a.

11 EE. “Primary Class Members” means the definition set forth in Section
12 VII.A.1.a.

13 FF. “Registered Guest” means any person who provided his or her Guest
14 Information to a Motel 6 Location at the time of check-in and whose information was
15 stored in Motel 6’s guest registration system.

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

18 HH. “Releasing Class” means the Primary Class, Class 2 and the Injunctive
19 Relief Class, collectively.

20 II. “Settlement Administrator” means Martin F. Scheinman, Esq. or any
21 successor(s) agreed to by the parties to this Agreement.

22 JJ. “Settlement Class” means the Primary Class and Class 2, collectively.

23 KK. “Washington Action” means the action styled *State of Washington v. Motel*
24 *6 Operating, L.P. et al.*, No. 18-2-00283-4 SEA in the Superior Court of the State of
25 Washington, King County.

26 LL. “Washington Settlement” means the agreement to settle the action styled
27 *State of Washington v. Motel 6 Operating, L.P. et al.*, No. 18-2-00283-4 SEA in the
28 Superior Court of the State of Washington, King County, as set forth in the Consent
29 Decree entered in that action on April 26, 2019.

1 IV. LITIGATION BACKGROUND

2 A. On January, 24, 2018, eight Plaintiffs filed a class-action complaint in the
3 United States District Court for the District of Arizona. Plaintiffs allege that Defendants
4 employed a corporate policy and/or practice to provide Guest Information to agents of
5 Immigration and Customs Enforcement (“ICE”) and/or other Federal Immigration
6 Authorities. Plaintiffs challenge Defendants’ alleged policy and/or practice as
7 unauthorized disclosures of private information and as discriminatory, unconstitutional, a
8 violation of state laws protecting consumers, and a violation of Defendants’ privacy
9 policy.

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

12 C. On June 15, 2018, the Parties engaged in a day-long mediation before
13 Martin F. Scheinman, Esq., a professional mediator. The mediation resulted in a tentative
14 settlement.

15 D. On July 6, 2018, the Parties filed a joint certification with the Court that
16 indicated that the Parties agreed to a tentative settlement that would resolve the
17 Plaintiffs’, Class Members’, and Injunctive Relief Class Members’ claims against
18 Defendants.

19 E. On November 2, 2018, the Parties filed a Joint Motion for Preliminary
20 Approval of Class Action Settlement (the “Joint Motion”) with the Court.

21 F. On January 29, 2019, the Parties appeared before the Court for a hearing on
22 the Joint Motion, at which time the Court expressed certain questions and concerns, and
23 allowed the Parties an additional period of time to address those questions and concerns
24 in a new motion to be filed in support of the settlement agreement.

25 G. On April 3, 2019, the Parties engaged in an additional day-long mediation
26 before Mr. Scheinman, which resulted in certain agreed upon changes to the complaint
27 and settlement.

H. On June 5, 2019, Plaintiffs filed, with Defendants' consent, an Amended Class Action Complaint for Declaratory and Injunctive Relief (the "Amended Complaint").

V. JURISDICTION

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

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

A. Effective Dates and Duration

Unless otherwise provided, the equitable provisions addressed in Sections X and XI in this Agreement are effective immediately upon the Final Approval Date and shall remain in effect for three years (36 months) from that date.

B. Consent Decree

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

VII. SETTLEMENT CLASSES

A. Monetary Damages

1. For purposes of the monetary damages provided in this Agreement, the Parties shall request that the Court conditionally certify a "Primary Class" and "Class

2” under Federal Rule of Civil Procedure 23(b)(3) as further defined in sections VII.A.1.a.-b below.

a. A Primary Class, consisting of all persons who were Registered Guests at a Motel 6 Location in the United States during the Class Period, and whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States, each of whom shall be a “Primary Class Member,” except those who file a timely request to opt-out of the Settlement Class.

b. Class 2, consisting of all Guests at a Motel 6 Location in the United States during the Class Period who were not Registered Guests, and were questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities as a result of a Motel 6 Location’s disclosure of Guest Information to Federal Immigration Authorities, each of whom shall be a “Class 2 Member,” except those who file a timely request to opt-out of the Settlement Class.

B. Equitable Relief

For purposes of the equitable relief provided in this Agreement, the Parties shall request that the Court certify an Injunctive Relief Class under Federal Rule of Civil Procedure Rule 23(b)(2), defined as all persons who were Guests at a Motel 6 Location in the United States during the Class Period, and whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States, each of whom shall be an “Injunctive Relief Class Member.”

C. Exclusions

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

VIII. RELEASE OF CLAIMS

A. Binding and Exclusive Nature of Settlement Agreement

Upon Effective Approval of the Settlement, the Parties, Class Members, and Injunctive Relief Class Members shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided in this Agreement. No other action, demand, suit, or other claim may be pursued by the Class Members or

1 Injunctive Relief Class Members against the Motel 6 Entities with respect to the Released
2 Claims.

3 **B. Release of Claims by the Releasing Class**

4 Upon Effective Approval of the settlement, the Motel 6 Entities shall be fully
5 released and forever discharged from any and all individual and/or class-wide claims,
6 demands, charges, complaints, rights and causes of action of any kind by the Class
7 Representatives, Plaintiffs, the Releasing Class, each member of the Releasing Class
8 (hereafter collectively “Releasers”), and the Releaser’s estates (whether or not any
9 Releaser or Releaser’s estate has objected to the settlement or makes a claim for
10 monetary damages described in Section XII) that arise out of or relate to conduct within
11 the Class Period concerning the provision of Guest Information to Federal Immigration
12 Authorities by a Motel 6 Location, including, but not limited to, any conduct alleged and
13 cause of action asserted in this action, or that could have been asserted or alleged in this
14 action, and arising out of the facts alleged in this action (including, but not limited to
15 alleged race and national-origin discrimination, consumer protection violations, privacy
16 violations, constitutional claims, contract or tort claims and any other federal, state, or
17 local law claims) (collectively “Released Claims”). Releasers and their estates shall not,
18 after Effective Approval of this Agreement, seek to establish liability against any Motel 6
19 Entity based, in whole or in part, upon any of the Released Claims or any conduct at issue
20 in the Released Claims. This Release is final and shall survive the expiration of the
21 Agreement’s terms.

22 **C. Waiver of Unknown Claims**

23 On Effective Approval, Releasers and the Releaser’s estates shall be deemed to
24 have, and by operation of this Agreement shall have, with respect to the Released Claims,
25 expressly waived the benefits of any statutory provisions or common law rule that
26 provides, in substance, that a general release does not extend to claims that the party does
27 not know or suspect to exist in its favor at the time of executing the release, which if
28 known by it, would have materially affected its settlement with any other party. In
29 particular, but without limitation, Releasers and Releaser’s Estates waive the provisions

of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. California Civil Code §1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

D. No Bar to Future Claims

Nothing in this Agreement shall be construed to bar any claims of any Releasor that arise after Effective Approval.

E. Assumption of Risk

In entering into this Agreement, the Parties assume the risk of any mistake of fact or law. If either Party should later discover that any fact that the Party relied upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Agreement, in whole or in part, as a result.

F. No Collateral Attack

This Agreement shall not be subject to collateral attack by any Releasor at any time after Effective Approval.

IX. COURT APPROVAL OF SETTLEMENT

A. Preliminary Approval

As soon as practicable after the execution of this Agreement, and no later than June 28, 2019, the Parties shall apply for entry of the Preliminary Approval Order. The Preliminary Approval Order shall include provisions: (a) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement Class and the Injunctive Relief Class; (b) approving the form, content, and manner of the Notice; (c) setting a schedule for

1 proceedings with respect to Final Approval of this Settlement; and (d) staying the Action,
2 other than such proceedings as are related to this Settlement.

3 **B. CAFA Notice**

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

18 **C. Objections to Settlement**

19 Any Class Member or Injunctive Relief Class Member wishing to object or to
20 oppose the approval of this Agreement shall object in writing in the manner set forth in
21 Section XII.I.1.

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

23 The Parties shall file with the Court their motion for final settlement approval on a
24 date that is no later than twenty-one (21) days before the date of the Final Approval
25 Hearing. The Parties will file with the Court a reply brief in support of Final Approval
26 that, *e.g.*, responds to any objections filed no later than seven (7) days before the date of
27 the Final Approval Hearing.

E. Final Approval Hearing

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

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

1. Each Party shall have the right to terminate this Agreement if either: (i) the Court declines to grant Preliminary Approval or Final Approval to this Agreement without material modification of the Agreement; or (ii) a higher court reverses Final Approval by the Court, and the Court thereafter declines to enter a further order or orders approving Agreement on the terms set forth here. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Party's counsel and the Court within thirty (30) days of the occurrence of the condition 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 to it 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. Effective immediately upon the Final Approval Date and for three years (36 months) from that date, Defendants shall implement and maintain the following policies and internal procedures (“the Policy”):

a. Defendants shall establish and maintain a 24-Hour Hotline to assist employees at Motel 6 Entities when they receive any request for Guest Information from Federal Immigration Authorities.

b. Defendants shall respond to requests for information from Federal Immigration Authorities as follows:

i. Defendants shall not share Guest Information with Federal Immigration Authorities without a judicially enforceable warrant or subpoena, except where the Federal Immigration Authority articulates a credible reason to believe that a Guest, employee, or other individual is in imminent danger. For purposes of this subsection, a “credible reason” is a particularized concern related to the safety and well-being of an individual currently on the property.

ii. With respect to all other warrants or subpoenas presented by Federal Immigration Authorities, Defendants shall not share Guest Information with Federal Immigration Authorities until such warrants or subpoenas have been sent to Defendants’ legal department or other individuals designated by Defendants, who will have been trained to comply with this Policy and to address requests from Federal Immigration Authorities, and until such persons authorize the disclosure of Guest Information.

iii. Any of Defendants’ employees with questions about this Policy will be trained to call the 24-Hour Hotline.

iv. Defendants shall establish a brand standard requiring that Franchised Locations adopt and implement the policies and procedures described in Section X.A.1.b.i.-ii.

v. Defendants shall create an online mechanism for any person at a Motel 6 Location to submit a report when he or she believes that Guest Information has been provided to Federal Immigration Authorities or that this Policy has been violated in any manner (a “Compliance Complaint”). Any person who submits a Compliance Complaint may do so anonymously.

c. Defendants shall provide the following training:

i. For each Operated Location employee who has the ability to make Guest Information available, training to understand the Policy and their responsibilities with regard to the Policy, including the purpose and procedures regarding Defendants’ 24-Hour Hotline, such as when it is appropriate and necessary to contact Defendants’ 24-Hour Hotline.

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

B. Dispute Resolution and Enforcement Procedures

1. The Parties agree to the appointment of Martin F. Scheinman, Esq., or any successor(s) agreed to by the Parties to this Agreement, as Settlement Administrator. The Settlement Administrator may be removed at the joint written request of Class Counsel and Defendants, or by order of the Court upon motion of any Party and a showing of good cause that Mr. Scheinman should no longer serve as Settlement Administrator. In the event that Mr. Scheinman becomes unavailable to serve as Settlement Administrator for any reason, the Parties will make a good faith effort to select on a joint basis a new Settlement Administrator. If the Parties are unable to reach agreement as to a successor Settlement Administrator within forty-five (45) days following the date Mr. Scheinman becomes unavailable to serve as Settlement Administrator, the Court shall appoint a successor Settlement Administrator upon motion of Class Counsel or Defendants. Class Counsel or Defendants may nominate persons for consideration as a successor Settlement Administrator to the Court. The Parties shall

1 each have the right to interview any nominated person, and to present argument and
2 evidence to the Court regarding the selection of the successor Settlement Administrator.

3 2. The Settlement Administrator shall have authority to resolve all
4 disputes arising under the Agreement, subject to limitations and standards set forth in the
5 Agreement. The Settlement Administrator in the course of resolving disputes shall have
6 authority to modify the Consent Decree, subject to an appeal by either Party to the Court
7 as provided in Sections X.B.4.-7.

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

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

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

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

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

28 d. The Settlement Administrator, upon motion, may permit a
29 Party to take post-settlement discovery as provided by the Federal Rules of Civil

1 Procedure, but only as to matters relevant to the underlying claim of breach, if the
2 Settlement Administrator determines that the informal exchange of documents or
3 information has not been sufficient to allow the Party to present the dispute upon a
4 factual record adequate for a fair determination of the issue;

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

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

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

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

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

1 appropriate to the particular facts or circumstances, but no such matter may be heard or
2 considered on an *ex parte* basis.

3 6. Any Party who disagrees with a decision of the Settlement
4 Administrator may seek relief from the Court within fourteen (14) days of receipt of
5 notice of the decision by the Settlement Administrator. Any such request for relief shall
6 be brought by motion under the Local Rules of the Court and Federal Rules of Civil
7 Procedure. A Party may seek any remedy provided by law, provided that such remedy is
8 consistent with the provisions of this Agreement.

9 7. The Parties agree that, for any dispute decided by the Settlement
10 Administrator under Section X.B and which decision would require modification of the
11 Consent Decree entered by the Court:

12 a. The Parties shall cooperate in jointly requesting the Court to
13 modify the Consent Decree to reflect the resolution of said dispute; or

14 b. The Party disagreeing with such decision shall, as part of any
15 request for relief made under Section X.B.6, request that the Consent Decree be modified
16 or affirmed, as appropriate.

17 c. Nothing herein shall be construed as authorizing the
18 Settlement Administrator to require the Court to alter the terms of its Consent Decree, or
19 to disregard the clear and unambiguous language of the Consent Decree.

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

1 Party is a prevailing party and awarded fees and expenses shall be determined in the sole
2 and absolute discretion of the Court.

3 **XI. RECORDKEEPING AND REPORTING**

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

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

- 7 1. Compliance Complaints, as defined in Sections X.A.1.b.v;
- 8 2. Incident Reports; and
- 9 3. Logs of any calls made by Defendants' employees (including
10 employees at Operated Locations) to the 24-Hour Hotline referenced in Section X.A.1.a.

11 **B. Access to Documents**

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

25 **C. Compliance and Status Conference**

26 During the period set forth in Section VI.A of this Agreement, the Parties shall
27 conduct an annual status conference with the Settlement Administrator, with a report to
28 the Court following the status conference to discuss the status of implementation of the
29 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. Persons Entitled to Monetary Damages

1. 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/or the information provided in the claim form that the claimant was a Registered Guest at a Motel 6 Location in the United States during the Class Period whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States.

2. The Claims Administrator shall determine that a claimant is a member of Class 2 if it can reasonably be determined from Defendants' records and/or the information provided in the claim form that the claimant was a Guest at a Motel 6 in the United States during the Class Period who was not a Registered Guest, and was questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities as a result of a Motel 6 Location's disclosure of Guest Information to Federal Immigration Authorities.

B. The Settlement Amount

1. The total amount available to make awards to Class Members shall be \$10,000,000.00 (Ten Million Dollars) (the "Settlement Amount"). Under no circumstances shall the Claims Administrator make payments to Class Members that in total exceed the Settlement Amount.

2. If the total amount due to valid claimants exceeds the Settlement Amount, the amount to be paid to each valid claimant shall be reduced proportionally so that the total does not exceed the Settlement Amount.

3. If the total amount due to valid claimants is less than the Settlement Amount, the remaining funds shall be distributed, within thirty (30) days of the last payment to a Class Member, as follows:

- a. The first \$500,000 (Five Hundred Thousand Dollars) shall be returned to Defendants;
- b. The next \$500,000 shall be deposited in a *cy pres* fund, as set forth in Section 4 below (the “*Cy Pres* Fund”);
- c. The next \$500,000 shall be returned to Defendants;
- d. The next \$500,000 shall be deposited to the *Cy Pres* Fund;
- e. The next \$500,000 shall be returned to Defendants; and
- f. All remaining amounts, if any, shall be deposited in the *Cy Pres* Fund.

4. All amounts deposited in a *Cy Pres* Fund in accordance with Section XII.B.3, above, shall be distributed as follows, subject to Court approval:

a. Florence Immigrant & Refugee Rights Project (FIRRP)

i. FIRRP is a 501(c)(3) nonprofit legal service organization providing free legal education, services, and representation to men, women, and unaccompanied children in immigration custody in Arizona and assistance to attorneys.

ii. FIRRP is the only organization in Arizona that provides free legal and social services to detained men, women, and children under threat of deportation/removal.

iii. The Parties have agreed to allocate thirty-five percent (35%) of the *Cy Pres* Fund to FIRRP.

b. Northwest Immigrant Rights Project (NIRP)

i. NIRP promotes justice by defending and advancing the rights of immigrants through direct legal services, systemic advocacy, and community education.

ii. NIRP’s legal services are critical to helping thousands of immigrants in Washington State navigate the complexities of the United States immigration system so they can apply for asylum or other forms of immigration protection.

1 iii. The Parties have agreed to allocate thirty-five percent
2 (35%) of the *Cy Pres* Fund to NIRP.

3 c. National Immigration Justice Center (NIJC)

4 i. NIJC is committed to protecting the rights for the
5 women, men, children and families who flee to the United States seeking safety and
6 security, as well as those who have long been contributing members of our communities.

7 ii. For more than 30 years, NIJC has provided quality
8 low-cost immigration legal services to over 10,000 individuals per year throughout the
9 United States.

10 iii. The Parties have agreed to allocate fifteen percent
11 (15%) of the *Cy Pres* Fund to NIJC.

12 d. TheDream.US

13 i. TheDream.US is the nation's largest college access
14 and success program for DREAMers. TheDream.US works with a community of
15 partners to provide students who have lived most of their lives in the United States, but
16 are not citizens, the opportunity to attend and succeed in high education. TheDream.US's
17 approach is designed to scale and deliver relevant and sustainable impact through
18 financial support, community building, and academic guidance.

19 ii. The Parties have agreed to allocate fifteen percent
20 (15%) of the *Cy Pres* Fund to TheDream.US.

21 e. Should the Court refuse to approve one or more of the
22 proposed *cy pres* recipients, the approved recipients shall each receive their proportional
23 share of the funds that would have been paid to the unapproved recipient(s). Should the
24 Court refuse to approve any *cy pres* recipient, the unclaimed funds shall be deposited into
25 an escrow account while the Court and/or the Parties determine who should receive them.

26 **C. Awards of Monetary Damages to Class Members**

27 1. Each Class Member may be awarded the following amounts, which
28 may be aggregated, subject to any reduction required by Section XII.C.2 of this
29 Agreement:

1 a. If the claimant is a Registered Guest, \$75 for the
2 disclosure of the claimant's Guest Information;

3 b. If the claimant experienced an encounter with Federal
4 Immigration Authorities as a result of the disclosure of Guest Information by a
5 Motel 6 Location, then:

6 i. If the claimant was arrested by Federal
7 Immigration Authorities, \$5,000;

8 ii. If the claimant was detained at least one full night,
9 \$5,000 per night in detention;

10 iii. If the claimant was placed in immigration removal
11 proceedings, \$10,000;

12 iv. If the claimant was detained at least one full night
13 and/or was placed in immigration removal
14 proceedings, and had minor children or other
15 dependents at the time the claim arose, \$10,000 per
16 dependent;

17 v. If the claimant incurred legal fees to defend his or
18 her presence in the United States, the actual amount
19 of the fees incurred and documented, not to exceed
20 \$200,000;

21 vi. If the claimant incurred other out-of-pocket
22 expenses associated with participation in
23 immigration proceedings, the actual amount of the
24 expenses incurred and documented, not to exceed
25 \$25,000; and

26 c. Under no circumstances shall the total award to any
27 Class Member exceed \$200,000.

28 2. For the avoidance of doubt, nothing in this Agreement shall preclude
29 any Class Member from obtaining compensation under the Washington Settlement.

1 However, should the total value of valid claims determined by the Claims Administrator
 2 for the Settlement Class (the “Total Value”) exceed the Settlement Amount, those Class
 3 Members who received compensation from the Washington Settlement (the “Washington
 4 Class Members”) shall have their awards in this matter reduced as follows:

5 a. If the total amount paid to the Washington Class Members from
 6 the Washington Settlement is equal to or more than the
 7 difference between the Total Value and the Settlement Amount,
 8 then the amount paid to each Washington Class Member from
 9 the Settlement Amount shall be reduced by the amount each
 10 received from the Washington Settlement; and

11 b. If the total amount paid to the Washington Class Members from
 12 the Washington Settlement is less than the difference between the
 13 Total Value and the Settlement Amount, then the amount paid to
 14 each Washington Class Member from the Settlement Amount
 15 shall be reduced on a pro rata basis until the Total Value equals
 16 the Settlement Amount.

17 3. Notwithstanding Section XII.C.2, should the Court conclude that
 18 anything in this section serves to treat class members inequitably, this Section XII.C.2
 19 shall have no force and effect and the rest of the Agreement shall operate as if this
 20 paragraph were not included.

21 **D. Costs**

22 1. Defendants shall pay the costs of notice to Class Members and
 23 Injunctive Relief Class Members, and claims administration (the “Administration
 24 Costs”), not to exceed \$1,000,000.00. The Claims Administrator and the Settlement
 25 Administrator will, respectively, conduct class notice and class administration in
 26 consultation with the Parties. The Claims Administrator will invoice Defendants directly
 27 for its fees and costs.

28 2. Defendants shall also pay the costs and fees incurred as a result of
 29 the retention of CDM, pursuant to the terms of the agreement among CDM, the Claims

1 Administrator, MALDEF, and G6, which amounts shall not be included in the cap on
2 Administration Costs above.

3 **E. Funding of the Settlement Amount and Costs**

4 1. The Claims Administrator will open and administer an interest-
5 bearing account (“Settlement Account”) designated by Class Counsel and with a unique
6 Taxpayer Identification Number, with earned interest added to the Settlement Amount.

7 2. After Effective Approval and within seven (7) days after the Claims
8 Administrator has informed Defendants in writing that it is prepared to distribute the
9 payments to the members of the Settlement Class (or whichever is later), Defendants will
10 wire the following amounts to the Settlement Account:

11 (a) \$10,000,000 for the Settlement Amount; and

12 (b) \$1,000,000 for the Administration Costs, or whichever lesser amount
13 the Class Administrator has reported as the total Administration Costs; and

14 (c) \$500,000 for payment of the Class Counsel Payment, as defined in
15 Section XIII of this Agreement.

16 3. Upon payment of agreed upon fees to CDM and to the Settlement
17 Account of the amounts set forth in Section XII.E.2, Defendants shall have no further
18 monetary obligation to Releasers, including no obligation to pay any funds for
19 distribution to Class Representatives or members of the Settlement Class; no obligation to
20 pay costs of mailed notices and expenses associated with the claims procedure; no
21 obligation to pay any amount to Class Counsel; no obligation to pay any other amount to
22 the Claims Administrator or Settlement Administrator; and no obligation to pay any other
23 settlement administration costs.

24 **F. Notice**

25 1. Mailed Notice: Within twenty (20) days following the Preliminary
26 Approval Date, Defendants shall provide the Claims Administrator and CDM with the
27 full names and last known addresses and phone numbers, to the extent available in
28 Defendants’ records, of all Guests whom Defendants have identified as potential Class

1 Members, in Excel format. Within twenty (20) days following the Preliminary Approval
2 Date, Class Counsel shall provide the Claims Administrator with a computer readable list
3 in Excel format of the Plaintiffs and all known potential Class Members and their mailing
4 addresses. Prior to the mailing of the notices, the Claims Administrator will combine
5 these lists of potential Class Members received from Defendants and Class Counsel and
6 update any new address information for potential Class Members as may be available
7 through the National Change of Address system. The Claims Administrator shall
8 determine through a computer database search the most recent address that may be
9 obtained for each person on the combined list of potential Class Members. Within sixty
10 (60) days of the Preliminary Approval Date, the Claims Administrator shall mail, via first
11 class postage, notice of class settlement, in both English and Spanish, in the form
12 approved by the Court in the Preliminary Approval Order, to all known potential Class
13 Members at their last known address and at the most recent address that may have been
14 obtained through the computer database search.

15 2. Published Notice: The Claims Administrator shall cause to be
16 published the notice of the class settlement in the form approved by the Court in the
17 Preliminary Approval Order on Class Counsel's Facebook and Twitter accounts (in
18 English and Spanish) and on the website established by the Claims Administrator.
19 Within twenty (20) days of the Preliminary Approval Date, the Claims Administrator
20 shall enable the website referenced in the previous sentence. Within thirty (30) days of
21 the Preliminary Approval Date, Class Counsel shall cause the Facebook and Twitter
22 notices to be published on Class Counsel's Facebook and Twitter feeds. The Claims
23 Administrator shall also conduct a targeted social media campaign and targeted search
24 engine advertisement campaign to provide notice to other who may be Class Members or
25 Injunctive Relief Class Members.

26 3. Class Counsel shall be responsible for all Spanish translations of the
27 notice materials.

G. Best Notice Practicable

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

H. Inquiries from Class Members

It shall be the responsibility of Class Counsel to establish procedures for receiving and responding to inquiries from Class Members and Injunctive Relief Class Members with respect to this Agreement. Neither Defendants nor Defendants' counsel are required to respond to inquiries from Class Members or Injunctive Relief Class Members with respect to this Agreement, except to refer inquiries to Class Counsel.

I. Objections and Exclusions

1. Objections

a. Class Members and Injunctive Relief 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 filed with the Court thirty (30) days prior to the scheduled Final Approval Hearing, as specified in the Preliminary Approval Order.

b. The written objection must include (1) a detailed statement with specificity of the reasons for the objection; (2) the objecting Class Member's or Injunctive Relief Class Member's name, address, and telephone number; (3) the date and location of the Operated Location at which the objecting Class Member or Injunctive Relief Class Member stayed; (4) the circumstances (if any) in which the Class Member or Injunctive Relief Class Member was questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities; (5) whether the objection applies only to the objector, to a specific subset of the class, or to the entire

1 class; and (6) any other requirements set forth in the notices described in Section XII.F.
2 Any Class Member or Injunctive Relief Class Member that fails to file a timely written
3 objection that meets the requirements of this Section XII.I.1, or any Class Member or
4 Injunctive Relief Class Member who submits a valid request for exclusion shall have
5 waived the right to object and shall have no right to file an appeal relating to the approval
6 of this settlement.

7 2. Exclusions

8 a. Class Members may exclude themselves, or opt-out, of the
9 Settlement Class. Any request for exclusion must be in the form of a written “Opt-out”
10 statement sent to the Claims Administrator. Information on how to opt-out of the
11 Settlement Class shall be made available by the Claims Administrator. A person wishing
12 to opt-out must sign a statement which includes the following language:

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

22 b. A Class Member choosing to opt-out of the Settlement Class
23 shall sign and date the opt-out statement and file it with the Court thirty (30) days prior to
24 the scheduled Final Approval Hearing, as specified in the Preliminary Approval Order.

1 3. Rescission of Class Member Opt-Outs

2 a. The Parties recognize that some Class Members who initially
3 submit Opt-out forms may, upon further reflection, wish to rescind such Opt-out
4 statements. Class Members may rescind their Opt-out statements by submitting a
5 “Rescission of Opt-out” statement to the Claims Administrator. The Rescission of Opt-
6 out statement shall include the following language:

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

12 b. A Class Member wishing to rescind his or her Opt-out from
13 the Settlement Class shall sign and date the Rescission of Opt-out statement and file it
14 with the Court no later than the deadline for claims filing period specified in the
15 Preliminary Approval Order.

16 c. The Claims Administrator shall retain copies of all
17 Rescissions of Opt-out statements until such time as the Claims Administrator is relieved
18 of its duties and responsibilities under this Agreement.

19 **J. Claims Administration**

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

1 2. The Claims Administrator shall make claim forms available to
2 potential Class Members who submit oral, e-mail, or written requests for claim forms.
3 The Claims Administrator shall mail the requested claim form via first class postage
4 within two (2) business days after receiving a request. If Defendants, or their counsel,
5 receive requests for claim forms or for information regarding the class settlement, they
6 shall refer such requestors to the toll-free number established by the Claims
7 Administrator for the purpose of administering this Agreement. The requestors shall be
8 informed that any requests for claim forms or information should be directed to the
9 Claims Administrator. The Claims Administrator shall retain copies of all written
10 requests for claim forms and all records of oral or e-mail requests for claim forms until
11 such time as it has completed its duties and responsibilities under this Agreement.

12 **K. Submission of Claim Forms**

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

L. Deceased Claimants

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

M. Determining Eligibility

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

2. Claimants who, for good cause shown, cannot submit the requested information to complete the claim form, must provide the requested information, signed under penalty of perjury, to the Claims Administrator by mail with a postmark no later than sixty (60) days from the date of the mailed request for information.

N. Late-Filed Claims

1. For claims received after the filing deadline, the Claims Administrator shall notify late-filing claimants that their claims are untimely and that they are not eligible for any monetary award. The Claims Administrator shall also inform late-filing claimants that they may seek a review of the determination that they filed untimely by requesting the Claims Administrator to reconsider its determination.

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

O. Appeals of Claims Eligibility

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

P. Claimant Information Provided by Defendants

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.

Q. Distribution of the Monetary Damages

As soon as practicable after final approval of the Agreement by the Court, the Claims Administrator shall distribute the monetary damages to Class Members via first class mail. The Claims Administrator shall only issue checks in the name of the Class Members unless Section XII.L is applicable. Included with the check due to the Class Member will be a statement showing the gross amount of the payment.

R. Report from Claims Administrator

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

XIII. ATTORNEYS' FEES, COSTS, AND EXPENSES

A. Settlement of Fees, Costs, and Expenses

Defendants shall pay Class Counsel's reasonable attorneys' fees, litigation expenses, and costs in the amount of \$500,000.00 (the "Class Counsel Payment") for work performed and costs and expenses incurred. This Class Counsel Payment is made in full satisfaction of any arguable obligation Defendants may have at law to pay attorneys' fees, litigation expenses, and costs for and/or on behalf of the Plaintiffs, Class Representatives, and the Releasing Class for any and all work performed and costs and expenses incurred, except for any recovery under Section X.B.8.

B. Class Counsel Payment

The Claims Administrator shall make the Class Counsel Payment from a Settlement Account within fourteen (14) days following Effective Approval. MALDEF shall have sole responsibility to distribute a portion of the Class Counsel Payment to other Class Counsel. Once Defendants make the Class Counsel Payment to MALDEF, no Class Counsel may assert any claim for such payments from Defendants.

XIV. Miscellaneous Provisions

A. No Admission of Liability

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

B. Severability of the Agreement

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

C. Duty to Support and Defend the Agreement

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

1 **D. No Assignment**

2 Each Party represents, covenants, and warrants that he, she, or it has not directly or
3 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
4 encumber any portion of any liability, claim, demand, cause of action, or rights that he,
5 she, or it releases in this Agreement.

6 **E. Binding on Successors and Assigns**

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

11 **F. Entire Agreement**

12 This Agreement contains the entire understanding of the Parties with respect to the
13 subject matter contained. There are no promises, representations, warranties, covenants,
14 or undertakings governing the subject matter of this Agreement other than those
15 expressly set forth in this Agreement. This Agreement supersedes all prior agreements
16 and understandings among the Parties with respect to the settlement of the Action,
17 including, but not limited to, the settlement agreement filed by the Parties with the Court
18 on November 2, 2018. This Agreement may not be changed, altered, or modified, except
19 in writing signed by the Parties; if any such change, alteration, or modification of the
20 Agreement is material, it must also be approved by the Court.

21 **G. Construction**

22 The Parties agree that the terms and conditions of this Agreement are the result of
23 lengthy, intensive, arm's-length negotiations between the Parties, and that this Agreement
24 shall not be construed in favor of or against any Party by reason of the extent to which
25 any Party, or his, her, or its counsel, participated in the drafting of this Agreement.

1 **H. Captions**

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

5 **I. Class Member Signatures**

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

11 **J. Choice of Law**

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

15 **K. Counterparts**

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

21 **L. Authority**

22 The signatories represent that they are fully authorized to enter into this
23 Agreement and bind the Parties to the terms and conditions of this Agreement.

24 **M. Receipt of Advice of Counsel**

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

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

DATED: July 31, 2019



For Plaintiffs

Andrés Holguin-Flores

Printed Name

Plaintiffs' Counsel

Title

DATED: July 31, 2019



12

For Defendants

STACIE TOBIN

Printed Name

Counsel for Defendants

Title

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

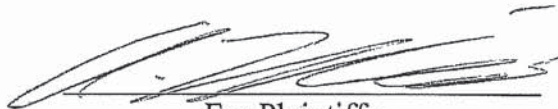
**FIRST ADDENDUM TO SECOND
AMENDED SETTLEMENT
AGREEMENT**

To clarify their intent, the parties revise Section XII.C.1 of the Second Amended Settlement Agreement as follows:

1. Each Class Member shall be awarded monetary damages by the Claims Administrator in the following amounts, subject to any reductions required by Section XII.B.2 and/or Section XII.C.2 of this Agreement. Each Class Member shall be awarded damages for as many components of this Section XII.C.1 as he or she qualifies, subject to the cap on any individual award:

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

DATED: August 2, 2019



For Plaintiffs

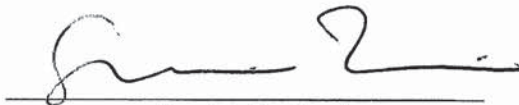
Andrés Holguin-Flóres

Printed Name

Plaintiffs' Counsel

Title

DATED: August 2, 2019



For Defendants

STACIE TOBIN

Printed Name

DEFENDANTS' COUNSEL

Title

CERTIFICATE OF SERVICE

I hereby certify that on August 2, 2019, 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 2, 2019

/s/ Andres Holguin-Flores
Andres Holguin-Flores
MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Exhibit B

United States District Court, District of Arizona

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

No:18-02420PHX DGC

POSTCARD 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 in the United States between February 1, 2015 and June 28, 2019 (the “Class Period”) and had their personal information provided to the Federal Immigration Authorities, including United States Immigration and Customs Enforcement (“ICE”) and/or the United States Department of Homeland Security (“DHS”). The defendants in this lawsuit are Motel 6 Operating L.P and/or G6 Hospitality LLC (collectively “Defendants”). Additional benefits may be available to those questioned, interrogated, detained, and/or placed in immigration removal proceedings by ICE or DHS as a result of Motel 6’s information sharing.

You were identified as someone who may have stayed at a Motel 6 in the United States during the Class Period whose personal information may have been provided to Federal Immigration Authorities. You must submit a Claim Form by December 31, 2019 to receive any payment under the Settlement. Requests to exclude yourself from the settlement are due by December 13, 2019, and any objections to the settlement are due by December 13, 2019.

This postcard notice contains limited information about the settlement. For more information and to submit an online Claim Form, visit www.motel6settlement.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.MOTEL6SETTLEMENT.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. Defendants deny that they violated any laws.

Who's Included?

(1) You are included in the settlement if you are a member of the Primary Class, defined as follows: All persons who were Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States, except those who file a timely request to opt-out of the monetary damages provisions.

(2) You are included in the settlement if you are a member of the Class 2, defined as follows: All persons who were not Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and were questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities as a result of a Motel 6 Location's disclosure of Guest Information to Federal Immigration Authorities, except those who file a timely request to opt-out of the monetary damages provisions.

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT WWW.MOTEL6SETTLEMENT.COM FOR MORE INFORMATION, INCLUDING FULL CLASS DEFINITIONS AND RELEASES.

What Can You Get?

Defendants will pay a minimum of \$75 and a maximum of \$200,000 to each Class Member who makes a legitimate claim under the terms of the settlement in the determination of the claims administrator, up to a class-wide total of \$10,000,000. 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 a valid claim form by December 31, 2019 will be paid from the settlement fund. Each individual who believes that he or she is a class member must submit his or her own claim form. You can find and submit a claim form and obtain additional information at www.motel6settlement.com, or can call to request a claim form at [Phone Number].

What Are Your Other Rights? You may enter an appearance in this case through an attorney if you choose to do so. If you do not want to be legally bound by the settlement, you must exclude yourself by submitting a request for exclusion online at www.motel6settlement.com or by mail to Arden Claims Service at the address at the bottom of this page by no later than December 13, 2019. The Court will exclude any class member who requests exclusion. If you do not exclude yourself, 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 December 13, 2019. The website below explains how to exclude yourself from, or object to, the settlement. The Court will hold a hearing in this case on February 7, 2020 at 10:00 a.m. to consider whether to approve the settlement and request by class counsel for up to \$500,000 in attorneys' fees, costs, and expenses for litigating the case. **The address for the court is available at www.motel6settlement.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] or www.motel6settlement.com, or info@motel6settlement.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, P.O. Box 1015, Port Washington, NY 11050, [Phone Number].

Exhibit C

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 BETWEEN FEBRUARY 1, 2015 AND JUNE 28, 2019 FOR INFORMATION ABOUT A CLASS ACTION SETTLEMENT THAT COULD AFFECT YOU. IF YOU WERE QUESTIONED, INTERROGATED, DETAINED, AND/OR PLACED IN IMMIGRATION REMOVAL PROCEEDINGS BY FEDERAL IMMIGRATION AUTHORITIES, YOU COULD RECEIVE ADDITIONAL BENEFITS. [POSTCARD NOTICE TO BE ATTACHED AS PICTURE]

Facebook:

IF YOU STAYED AT A MOTEL 6 BETWEEN FEBRUARY 1, 2015 AND JUNE 28, 2019, YOU COULD GET BENEFITS AND YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT. IF YOU WERE QUESTIONED, INTERROGATED, DETAINED, AND/OR PLACED IN IMMIGRATION REMOVAL PROCEEDINGS BY FEDERAL IMMIGRATION AUTHORITIES IN CONNECTION WITH YOUR STAY, YOU MAY BE ENTITLED TO ADDITIONAL BENEFITS. CLICK HERE [LINK] OR READ THE ATTACHED NOTICE FOR MORE INFORMATION. [POSTCARD NOTICE TO BE ATTACHED AS PICTURE]

Exhibit D

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, 2015 AND JUNE 28, 2019,
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 were Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States, except those who file a timely request to opt-out of the monetary damages provisions
- You are included in the settlement if you are a member of the Class 2, defined as follows:
 - All Guests who were not Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and were questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities as a result of a Motel 6 Location’s disclosure of Guest Information to Federal Immigration Authorities, except those who file a timely request to opt-out of the Settlement Class.
- Definitions:
 - “Federal Immigration Authorities” means the following: United States Department of Homeland Security Immigration and Customs Enforcement, Customs and Border Patrol, Homeland Security Investigations, their officers or employees, and any other employee of the Department of Homeland Security whose primary responsibility is enforcement of federal immigration laws.
 - “Guest” means any Registered Guest or other person occupying a guestroom in any Motel 6 Location.

- “Guest Information” means the name, address, and/or other registration information provided to a Motel 6 Location by a Registered Guest or Guest at the time of check-in.
- “Motel 6 Location” means any Motel 6 branded lodging facility in the United States, including Operated Locations and Franchised Locations.
- “Registered Guest” means any person who provided his or her Guest Information to a Motel 6 Location at the time of check-in and whose information was stored in Motel 6’s guest registration system.

-
- If you received a notice in the mail, the Parties identified you from Defendants’ records.
 - If you are included in the Primary Class or Class 2 **and you submit a claim form by December 31, 2019**, 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: <u>December 31, 2019</u>	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: <u>December 13, 2019</u>	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. 15-18 below.
Object Deadline: <u>December 13, 2019</u>	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. 19 below.
Attend the Hearing Date: February 7, 2020 (notice of intention due January 31, 2020)	You can ask to speak to the Court about the fairness of the Settlement. For further information about how to do this, please refer

Questions? Call [REDACTED]

	to Question Nos. 23-25 below.
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. 26 below.

- 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 (“the Court”) 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 Plaintiffs or Defendants. Instead, both sides agreed to a settlement 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 if you are a member of the Primary Class, defined as follows:

- All persons who were Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and whose Guest Information was provided to Federal Immigration Authorities by a Motel 6 Location in the United States, except those who file a timely request to opt-out of the monetary damages provisions

You are included in the settlement if you are a member of the Class 2, defined as follows:

- All persons who were not Registered Guests at a Motel 6 Location in the United States between February 1, 2015, and June 28, 2019, and were questioned, interrogated, detained, and/or placed in immigration removal proceedings by Federal Immigration Authorities as a result of a Motel 6 Location’s disclosure of Guest Information to Federal Immigration Authorities, except those who file a timely request to opt-out of the monetary damages provisions.
- Definitions:
 - “Federal Immigration Authorities” means the following: United States Department of Homeland Security Immigration and Customs Enforcement, Customs and Border Patrol,

Questions? Call [REDACTED]

Homeland Security Investigations, their officers or employees, and any other employee of the Department of Homeland Security whose primary responsibility is enforcement of federal immigration laws.

- “Guest” means any Registered Guest or other person occupying a guestroom in any Motel 6 Location.
- “Guest Information” means computer-generated guest lists and the information contained on them.
- “Motel 6 Location” means any Motel 6 branded lodging facility, including Operated Locations and Franchised Locations.
- “Registered Guest” means any person who was a Guest who provided his or her name, address and/or other registration information to the Motel 6 Location in which he or she was a Guest.

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

The Claims Administrator will determine whether you are a member of the Primary Class or Class 2 if it can reasonably be determined from Defendants’ records and the information you provide in the claim form that you satisfy the terms above for the Primary Class or Class 2.

The Settlement Benefits – What You Can Receive

7. What does the settlement provide?

Defendants will pay a minimum of \$75 and a maximum of \$200,000 to each Class Member who makes a legitimate claim under the terms of the settlement in the determination of the claims administrator, up to a class-wide total of \$10,000,000. Please see Question 5 above.

8. If I am a member of Class 2, how will the amount I receive be determined?

The amount will be determined by the Claims Administrator based on information you provide on the claim form.

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 February 7, 2020 at 10:00 a.m. (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?

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, 2015 and June 28, 2019 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).

14. What if I made a claim to Washington State to be reimbursed for my information being shared by Motel 6 or my encounter with Federal Immigration Authorities as a result of Motel 6's information sharing?

You will be asked to provide information about any other claim you made for reimbursement related to these issues on your claim form. If you have received reimbursement from another source than this settlement, the amounts you receive may be reduced by the amount you received from other sources.

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.

15. How do I exclude myself from the settlement?

To ask to be excluded, you must submit send a letter to the following three 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

Your letter must be postmarked by December 13, 2019 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]. If your request satisfies these requirements, you will be excluded from the class.

16. 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 do not want to be Class Member in this settlement. You can receive a payment only if you stay in the Settlement Class.

Questions? Call [REDACTED]

17. If I do not 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.

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

To withdraw your request to exclude yourself, you must send a letter to the following three 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

Claims Administrator, Arden Claims Service, 322 Main Street, Port Washington, NY 11050.

Your letter must be postmarked or submitted online by December 31, 2019 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 do not agree with the settlement or any part of it.

19. How do I tell the Court if I do not like the settlement?

If you are a Class Member, then you can tell the Court that you do not 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. 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 Motel 6 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.

Your written objection must be postmarked by December 13, 2019 and 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

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.

Questions? Call [REDACTED]

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not 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 do not 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

21. 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.

22. How will the lawyers be paid?

As a part of the settlement, Defendants will pay Class Counsel \$500,000 if the Court approves the settlement.

The Court’s Fairness Hearing

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

A hearing will be held on February 7, 2020, at 10:00 a.m. 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.motel6settlement.com.

24. 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, signed it and provided all of the required information (see Question No. 19), 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.

25. 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 postmarked by January 31, 2020 and mailed to all three of the following addresses:

Court	Class Counsel	Defense Counsel
United States District Court for	Thomas A. Saenz	Don Bivens

Questions? Call [REDACTED]

the District of Arizona Sandra Day O'Connor United States Courthouse 401 W. Washington St., Suite 130, SPC 1 Phoenix, AZ, 85003-2118	Andrés R. Holguin-Flores MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND 634 S. Spring St., 11th Fl. Los Angeles, CA 90014	Patricia Lee Refo SNELL & WILMER L.L.P. One Arizona Center 400 E. Van Buren St., Suite 1900 Phoenix, Arizona 85004-2202
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If You Do Nothing

26. 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.motel6settlement.com. Claim Forms are also available by calling [PHONE NUMBER]. Keep in mind that if the settlement is approved, the settlement is legally binding, and 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

27. 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.motel6settlement.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, P.O. Box 1015, Port Washington, NY 11050, [PHONE NUMBER], or info@motel6settlement.com.

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

DATE: September 30, 2019

Questions? Call [REDACTED]

Exhibit E

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 December 31, 2019. Each individual who wishes to make a claim must submit a separate claim form. Please attach additional pages if additional space is necessary to fully answer any question.

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, 2015 and June 28, 2019:

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, 2015 and June 28, 2019:

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, 2015 and June 28, 2019. Please provide as specific a location as possible, including the street address. If you stayed at multiple Motel 6 locations between February 1, 2015 and June 28, 2019, please indicate which date(s) 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, 2015 and June 28, 2019, 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 as a result of your contact with ICE and/or DHS described above?

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.

If you answered “no” to question 5, skip questions 17-20.

17. Other than this claim, have you made a claim for reimbursement from any source, including but not limited to the State of Washington, in connection with the sharing of your personal information by Motel 6 and/or interactions with immigration authorities or other law enforcement related to guest information sharing by Motel 6?

a. Yes ☐

b. No ☐

18. If you answered “yes” to question 17, please identify the party with whom you made the claim and the approximate date you made the claim.

Party to whom claim was made:

Date:

19. If you answered “yes” to question 17, did you receive any payment as a result of your claim?

a. Yes ☐

b. No ☐

20. If you answered “yes” to question 19, how much payment did you receive as a result of your claim?

Amount:

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: _____