

# **Exhibit A**

**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.
- 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 Counsel” means the Mexican American Legal Defense and Educational Fund (“MALDEF”) and the Ortega Law Firm.
- F. “Class Members” means each and every member of the Settlement Class.

1 G. "Class Period" means the period from February 1, 2015 through June 28,  
2 2019.

3 H. "Class Representatives" or "Plaintiffs" means John A., John D., John E.,  
4 Jane F., John M., Jane N., Jane V., and John W., proceeding pseudonymously.

5 I. "Court" means the United States District Court for the District of Arizona.

6 J. "Defendants" means Motel 6 Operating L.P. and G6 Hospitality LLC,  
7 doing business as Motel 6.

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

14 L. "Federal Immigration Authorities" means the following: United States  
15 Department of Homeland Security Immigration and Customs Enforcement, Customs and  
16 Border Patrol, Homeland Security Investigations, their officers or employees, and any  
17 other employee of the Department of Homeland Security whose primary responsibility is  
18 enforcement of federal immigration laws.

19 M. "Final Approval Date" means the date the Court approves this Agreement  
20 and after there has been: (a) notice to the Settlement Class; (b) opportunity to opt out of  
21 the Settlement Class with respect to monetary damages; (c) opportunity to submit a  
22 timely objection to the Agreement; (d) appropriate discovery regarding any such timely  
23 objections; and (e) the Final Approval Hearing.

24 N. "Final Approval Hearing" means the hearing at which the Court considers  
25 the fairness of and whether to approve this Agreement and after there has been: (a) notice  
26 to the Settlement Class; (b) opportunity to opt out of the Settlement Class with respect to  
27 monetary damages; (c) opportunity to submit a timely objection to the Agreement; and  
28 (d) appropriate discovery regarding any such timely objections.

1 O. "Final Approval Order" means the order the Court enters approving the  
2 Agreement after having conducted the Final Approval Hearing.

3 P. "Franchised Location" means any lodging facility in the United States  
4 operated under the "Motel 6" brand name by a third party under a franchise agreement  
5 with Defendants and their respective affiliates.

6 Q. "Guest" means any Registered Guest, as defined herein, or other person  
7 occupying a guestroom in any Motel 6 Location.

8 R. "Guest Information" means computer-generated guest lists and the  
9 information contained on them.

10 S. "Incident Report" means documentation of guest lists or other Guest  
11 Information disclosed to Federal Immigration Authorities created electronically at  
12 Operated Locations.

13 T. "Motel 6 Entities" means Defendants and each of their past and present  
14 employees, parents, subsidiaries, affiliates, officers, directors, agents, managers, owners,  
15 insurers, successors, and assigns and those in active concert or participation with them, or  
16 any of them.

17 U. "Motel 6 Location" means any Motel 6 branded lodging facility, including  
18 Operated Locations and Franchised Locations.

19 V. "Operated Location" means any Motel 6 branded lodging facility operated  
20 by Defendants.

21 W. "Preliminary Approval Date" means the date upon which the Court enters  
22 an order preliminarily approving this Agreement, pending notice and opportunity to opt  
23 out of the Settlement Class with respect to monetary damages or submit objections to the  
24 Agreement, and a fairness hearing.

25 X. "Preliminary Approval Order" means the order by the Court that  
26 preliminarily approves the Agreement, pending notice and opportunity to opt out of the  
27 Settlement Class with respect to monetary damages or submit objections to the  
28 Agreement, and a fairness hearing.

1 Y. “Registered Guest” means any person who was a Guest, as defined herein,  
2 who provided his or her name, address and/or other registration information to the Motel  
3 6 Location in which he or she was a Guest.

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

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

8 BB. “Settlement Class” means the Primary Class and Class 2, collectively.

9 CC. “Washington Action” means the action styled *State of Washington v. Motel*  
10 *6 Operating, L.P. et al.*, No. 18-2-00283-4 SEA in the Superior Court of the State of  
11 Washington, King County.

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

16 **IV. LITIGATION BACKGROUND**

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

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

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

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

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

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

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

13 H. On June 5, 2019, Plaintiffs filed, with Defendants’ consent, an Amended  
14 Class Action Complaint for Declaratory and Injunctive Relief (the “Amended  
15 Complaint”).

16 **V. JURISDICTION**

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

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

26 **A. Effective Dates and Duration**

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

1           **B.     Consent Decree**

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

8           **VII.   SETTLEMENT CLASS**

9           **A.     Monetary Damages**

10           1.     For purposes of the monetary damages provided in this Agreement,  
11 the Parties shall request that the Court conditionally certify a “Primary Class” and “Class  
12 2” under Federal Rule of Civil Procedure 23(b)(3) as further defined in sections  
13 VII.A.1.a.-c. below.

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

19                   b.     Class 2, consisting of all Guests who were not Registered  
20 Guests, and were questioned, interrogated, detained, and/or placed in immigration  
21 removal proceedings by Federal Immigration Authorities as a result of a Motel 6  
22 Location’s disclosure of Guest Information to Federal Immigration Authorities, each of  
23 whom shall be a “Class 2 Member,” except those who file a timely request to opt-out of  
24 the monetary damages provisions.

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

28

1           **B.     Equitable Relief**

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

7           **VIII. RELEASE OF CLAIMS**

8           **A.     Binding and Exclusive Nature of Settlement Agreement**

9           Upon Effective Approval of the Settlement, the Parties and the Class Members  
10 shall be bound by this Agreement and shall have recourse exclusively to the benefits,  
11 rights, and remedies provided in this Agreement. No other action, demand, suit, or other  
12 claim may be pursued by the Class Members against the Motel 6 Entities with respect to  
13 the Released Claims.

14           **B.     Release of Claims by Settlement Class**

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



1 part, upon any of the Released Claims or any conduct at issue in the Released Claims.  
2 This Release is final and shall survive the expiration of the Agreement's terms.

3 **C. Waiver of Unknown Claims**

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

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

20  
21 **D. No Bar to Future Claims**

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

24 **E. Assumption of Risk**

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

1           **F.     No Collateral Attack**

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

4           **IX.     COURT APPROVAL OF SETTLEMENT**

5           **A.     Preliminary Approval**

6           As soon as practicable after the execution of this Agreement, and no later than  
7 June 28, 2019, the Parties shall apply for entry of the Preliminary Approval Order. The  
8 Preliminary Approval Order shall include provisions: (a) preliminarily approving this  
9 settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow  
10 Notice to be disseminated to the Settlement Class; (b) approving the form, content, and  
11 manner of the Notice; (c) setting a schedule for proceedings with respect to Final  
12 Approval of this Settlement; and (d) staying the Action, other than such proceedings as  
13 are related to this Settlement.

14          **B.     CAFA Notice**

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

1           **C.     Objections to Settlement**

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

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

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

10          **E.     Final Approval Hearing**

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

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

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

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

9 **X.     GENERAL EQUITABLE PROVISIONS**

10 **A.     General Injunctive Provisions**

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

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

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

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

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

1 Federal Immigration Authorities, and until such persons authorize the disclosure of Guest  
2 Information.

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

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

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

13 c. Defendants shall provide the following training:

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

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

## 22 **B. Dispute Resolution and Enforcement Procedures**

23 1. The Parties agree to the appointment of Martin F. Scheinman, Esq.,  
24 or any successor(s) agreed to by the parties to this Agreement, as Settlement  
25 Administrator. The Settlement Administrator may be removed at the joint written request  
26 of Class Counsel and Defendants, or by order of the Court upon motion of any Party and  
27 a showing of good cause that Mr. Scheinman should no longer serve as Settlement  
28 Administrator. In the event that Mr. Scheinman becomes unavailable to serve as  
29 Settlement Administrator for any reason, the Parties will make a good faith effort to

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

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

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

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

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

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

28           c. The Parties shall undertake good-faith negotiations, including  
29 meeting or conferring by telephone or in person and exchanging relevant documents

1 and/or other information, to attempt to resolve the issues in dispute or of alleged  
2 noncompliance;

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

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

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

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

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

23 5. The provisions of this Section do not prevent any Party from  
24 promptly bringing an issue directly before the Court when exigent facts or circumstances  
25 require immediate Court action to prevent a serious violation of the terms of this  
26 Agreement, which otherwise would be without meaningful remedy. The moving papers  
27 shall explain the facts and circumstances that necessitate immediate action by the Court.  
28 Absent a showing of exigent facts or circumstances, the Court shall refer the matter to the  
29 Settlement Administrator to resolve in accordance with procedures set forth above. If

1 any such matter is brought before the Court requesting immediate action, the other Party  
2 shall be provided with appropriate actual notice, and an opportunity to be heard on the  
3 motion, under the Local Rules of the Court and the Federal Rules of Civil Procedure.  
4 The Court in its discretion may set such procedures for emergency consideration as are  
5 appropriate to the particular facts or circumstances, but no such matter may be heard or  
6 considered on an *ex parte* basis.

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

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

## 25 **XI. RECORDKEEPING AND REPORTING**

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

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

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



- 1                   2.     Incident Reports; and
- 2                   3.     Logs of any calls made by Defendants' employees (including
- 3 employees at Operated Locations) to the 24-Hour Hotline.

4                   **B.     Access to Documents**

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

18                   **C.     Compliance and Status Conference**

19                   During the period set forth in Section VI.A of this Agreement, the Parties shall  
20 conduct an annual status conference with the Settlement Administrator, with a report to  
21 the Court following the status conference to discuss the status of implementation of the  
22 Agreement. The Parties shall be represented at the status conference. No Party shall file  
23 any document with the Settlement Administrator in conjunction with the status  
24 conference, unless directed to do so by the Settlement Administrator.

25                   **XII.   MONETARY RELIEF AND CLAIMS PROCEDURE**

26                   **A.     Persons Entitled to Monetary Damages**

- 27                   1.     The Claims Administrator shall determine that a claimant is a
- 28 member of the Primary Class if it can reasonably be determined from Defendants'
- 29 records and/or the information provided in the claim form that the claimant was a

1 Registered Guest whose Guest Information was provided to Federal Immigration  
2 Authorities.

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

9 **B. The Settlement Amount**

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

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

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

20 a. The first \$500,000 (Five Hundred Thousand Dollars) shall be  
21 returned to Defendants;

22 b. The next \$500,000 shall be deposited in a *cy pres* fund, as set  
23 forth in Section 4 below (the "*Cy Pres* Fund");

24 c. The next \$500,000 shall be returned to Defendants;

25 d. The next \$500,000 shall be deposited to the *Cy Pres* Fund;

26 e. The next \$500,000 shall be returned to Defendants; and

27 f. All remaining amounts, if any, shall be deposited in the *Cy Pres*  
28 Fund.

1           4. All amounts deposited in a *Cy Pres* Fund in accordance with Section  
2 3, above, shall be distributed as follows, subject to Court approval:

3           a. Florence Immigrant & Refugee Rights Project (FIRRP)

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

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

11           iii. The Parties have agreed to allocate thirty-five percent  
12 (35%) of the *Cy Pres* Fund to FIRRP.

13           b. Northwest Immigrant Rights Project (NIRP)

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

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

21           iii. The Parties have agreed to allocate thirty-five percent  
22 (35%) of the *Cy Pres* Fund to NIRP.

23           c. National Immigration Justice Center (NIJC)

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

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

1                   iii.       The Parties have agreed to allocate fifteen percent  
2 (15%) of the *Cy Pres* Fund to NIJC.

3                   d. TheDream.US

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

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

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

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

20           1.       Each Class Member may be awarded the following amounts, which  
21 may be aggregated, subject to any reduction required by Section XII.A.5 of this  
22 Agreement:

23                  a.       If the claimant is a Registered Guest, \$75 for the  
24 disclosure of the Claimant's Guest Information;

25                  b.       If the claimant was placed in immigration removal  
26 proceedings, \$10,000;

27                  c.       If the claimant had minor children or other dependents  
28 at the time the claim arose, \$10,000 per dependent;

1                   d.     If the claimant was arrested by Federal Immigration  
2 Authorities, \$5,000;

3                   e.     If the claimant was detained at least one full night,  
4 \$5,000 per night in detention;

5                   f.     If the claimant incurred legal fees to defend his or her  
6 presence in the United States, the actual amount of the fees incurred and  
7 documented, not to exceed \$200,000;

8                   g.     If the claimant incurred other out-of-pocket expenses  
9 associated with participation in immigration proceedings, the actual amount of the  
10 expenses incurred and documented, not to exceed \$25,000; and

11                  h.     Under no circumstances shall the total award to any  
12 Class Member exceed \$200,000.

13                  2.     For the avoidance of doubt, nothing in this Agreement shall preclude  
14 any Class Member from obtaining compensation under the Washington Settlement.  
15 However, should the value of valid claims determined by the Claims Administrator for  
16 the Settlement Class exceed the Settlement Amount, any compensation received by any  
17 Class Member under the Washington Settlement shall be deducted from the amount that  
18 Class Member receives under this Agreement. Notwithstanding this Section XII.A.5.,  
19 should the Court conclude that anything in this section serves to treat class members  
20 inequitably, this Section XII.A.5 shall have no force and effect and the rest of the  
21 Agreement shall operate as if this paragraph were not included.

22                  **D.     Costs**

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

1           2. Defendants shall also pay the costs and fees incurred as a result of  
2 the retention of CDM, which amounts shall not be included in the cap on Administration  
3 Costs above.

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

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

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

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

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

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

17           3. Upon payment to the Settlement Account of the amounts set forth in  
18 Section XII.A.8., Defendants shall have no further monetary obligation to Class  
19 Representatives, Class Members, the Settlement Class, or members of the Settlement  
20 Class, including no obligation to pay any funds for distribution to Class Representatives  
21 or members of the Settlement Class; no obligation to pay costs of mailed notices and  
22 expenses associated with the claims procedure; no obligation to pay any amount to Class  
23 Counsel; no obligation to pay any other amount to the Claims Administrator or  
24 Settlement Administrator; and no obligation to pay any other settlement administration  
25 costs.  
26

1           **F. Notice**

2                   1. Mailed Notice.

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

22                           2. Published Notice: The Claims Administrator shall cause to be  
23 published the notice of the class settlement in the form approved by the Court in the  
24 Preliminary Approval Order on Class Counsel's Facebook and Twitter accounts (in  
25 English and Spanish) and on the website established by the Claims Administrator.  
26 Within twenty (20) days of the Preliminary Approval Date, the Claims Administrator  
27 shall enable the website referenced in the previous sentence. Within thirty (30) days of  
28 the Preliminary Approval Date, Class Counsel shall cause the Facebook and Twitter  
29 notices to be published on Class Counsel's Facebook and Twitter feeds. The Claims

1 Administrator shall also conduct a targeted social media campaign and targeted search  
2 engine advertisement campaign to provide notice to other who may be Class Members.

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

5 **G. Best Notice Practicable**

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

12 **H. Inquiries from Class Members**

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

17 **I. Objections and Exclusions**

18 1. Objections

19 a. Class Members objecting to the terms of the Agreement must  
20 do so in writing at least thirty (30) days prior to the scheduled Final Approval Hearing.  
21 The written objection must be filed with the Court thirty (30) days prior to the scheduled  
22 Final Approval Hearing, as specified in the Preliminary Approval Order.

23 b. The written objection must include (1) a detailed statement  
24 with specificity of the reasons for the objection; (2) the objecting Class Member's name,  
25 address, and telephone number; (3) the date and location of the Operated Location at  
26 which the objecting Class Member stayed; (4) the circumstances (if any) in which the  
27 Class Member was contacted by Federal Immigration Authorities and/or placed in  
28 removal proceedings; (5) whether the objection applies only to the objector, to a specific  
29 subset of the class, or to the entire class; and (6) any other requirements set forth in the



1 notices described in Section XII.B. Any Class Member that fails to file a timely written  
2 objection that meets the requirements of this Section XII.E.1, or any Class Member who  
3 submits a valid request for exclusion shall have waived the right to object and shall have  
4 no right to file an appeal relating to the approval of this settlement.

5           2. Exclusions

6           a. Class Members may exclude themselves, or opt-out, of the  
7 monetary damages provisions of the class settlement. Any request for exclusion must be  
8 in the form of a written "Opt-out" statement sent to the Claims Administrator.

9 Information on how to opt-out of the Agreement shall be made available by the Claims  
10 Administrator. A person wishing to opt-out must sign a statement which includes the  
11 following language:

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

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

24           3. Rescission of Class Member Opt-Outs

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

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

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

10 c. The Claims Administrator shall retain copies of all  
11 Rescissions of Opt-Out statements until such time as the Claims Administrator is relieved  
12 of its duties and responsibilities under this Agreement.

13 **J. Claims Administration**

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

22 2. The Claims Administrator shall make claim forms available to  
23 potential Class Members who submit oral, e-mail, or written requests for claim forms.  
24 The Claims Administrator shall mail the requested claim form via first class postage  
25 within two (2) business days after receiving a request. If Defendants, or their counsel,  
26 receive requests for claim forms or for information regarding the class settlement, they  
27 shall refer such requestors to the toll-free number established by the Claims  
28 Administrator for the purpose of administering this Agreement. The requestors shall be  
29 informed that any requests for claim forms or information should be directed to the  
30 Claims Administrator. The Claims Administrator shall retain copies of all written

1 requests for claim forms and all records of oral or e-mail requests for claim forms until  
2 such time as it has completed its duties and responsibilities under this Agreement.

3 **K. Submission of Claim Forms**

4 Class Members who seek monetary damages must complete a claim form and  
5 cause it to be filed with the Claims Administrator by the claim filing deadline set forth in  
6 the Preliminary Approval Order. The claim form must be postmarked or submitted  
7 online on or before such date in order to be considered timely. All claim forms must be  
8 signed under penalty of perjury to be considered. Failure to file a timely claim form, for  
9 any reason whatsoever, shall bar the potential Class Member from having his or her claim  
10 considered and from receiving monetary damages from the Settlement Account.

11 Potential Class Members who file a claim form must notify the Claims Administrator of  
12 any change of address. A failure to notify the Claims Administrator of a change of  
13 address may result in the forfeiture of a monetary award. The Claims Administrator shall  
14 be available through a toll-free line and via e-mail through the website established by the  
15 Claims Administrator to respond to requests from potential Class Members for assistance  
16 in completing and filing claim forms. Class Counsel shall also be available to consult  
17 with potential Class Members.

18 **L. Deceased Claimants**

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

22 **M. Determining Eligibility**

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

1 days from the date the request for information was mailed. The claimant must provide  
2 the requested information, signed under penalty of perjury, to the Claims Administrator  
3 by mail with a postmark no later than forty-five (45) days from the date of the mailed  
4 request for information. Such additional information shall be considered part of the  
5 original claim form and will relate back to the original filing date. The failure of a  
6 claimant to timely respond to the request for information may result in the denial of the  
7 claim.

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

12           **N. Late-Filed Claims**

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

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

24           **O. Appeals of Claims Eligibility**

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

1 claim ineligibility. Failure to file a timely request for review shall bar a claimant from  
2 challenging a determination of ineligibility.

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

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

13           **P.       Claimant Information Provided by Defendants**

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

21           **Q.       Distribution of the Monetary Damages**

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

27

1           **R. Report from Claims Administrator**

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

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

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

7           Defendants shall pay Class Counsel's reasonable attorneys' fees, litigation  
8           expenses, and costs in the amount of \$500,000.00 (the "Class Counsel Payment") for  
9           work performed and costs and expenses incurred. This Class Counsel Payment is made  
10          in full satisfaction of any arguable obligation Defendants may have at law to pay  
11          attorneys' fees, litigation expenses, and costs for and/or on behalf of the Plaintiffs, Class  
12          Representatives, and the Settlement Class for any and all work performed and costs and  
13          expenses incurred, except for any recovery under paragraph X.B.7.

14          **B. Class Counsel Payment**

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

20          **XIV. Miscellaneous Provisions**

21          **A. No Admission of Liability**

22          This Agreement does not constitute and shall not be deemed to be a finding or  
23          determination by the Court, or an admission by any Party, regarding the merits, validity  
24          or accuracy of any of the allegations, claims or defenses presented in the Action. This  
25          Agreement represents the compromise of disputed claims that the Parties recognize  
26          would require protracted and costly litigation to determine. Defendants deny that they  
27          have engaged in any unlawful conduct of any kind associated with the claims alleged in  
28          the Action, and Defendants' entry into this Agreement is not and may not be used by any  
29          person in this action or any other proceeding as an admission or evidence that any Motel

1 6 Entity has on any occasion engaged in any unlawful conduct of any kind, such being  
2 expressly denied. Defendants are not estopped from challenging class certification in  
3 further proceedings in this action or in any other action if the Agreement is not finally  
4 approved.

5 **B. Severability of the Agreement**

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

15 **C. Duty to Support and Defend the Agreement**

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

20 **D. No Assignment**

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

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

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

1           **F.     Entire Agreement**

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

11           **G.     Construction**

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

16           **H.     Captions**

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

20           **I.     Class Member Signatures**

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

26           **J.     Choice of Law**

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



1           **K. Counterparts**

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

7           **L. Authority**

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

10           **M. Receipt of Advice of Counsel**

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

14

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

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DATED: June 28, 2019



For Plaintiffs

Andrés R. Holguin-Flores

Printed Name

Plaintiffs' Counsel

Title

DATED: June 28, 2019



For Defendants

STACIE TOBIN

Printed Name

Counsel for Defendants

Title