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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

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

Plaintiffs,

v.

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

Defendants.

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

[PROPOSED] ORDER

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

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

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

3 **DEFINITIONS**

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

6 **RULE 23(a)**

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

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

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

19 c. The claims of the representative parties are typical of the claims of
20 the class. Defendants’ records indicate that six Plaintiffs are members of the
21 Primary Class. All but one Plaintiff was arrested at a Motel 6 property, placed in
22 removal proceedings, and is either a Primary Class member or shared a room at
23 Motel 6 with a Primary Class member at the time of his or her arrest. They are
24 thus members of Class 3. The remaining proposed class representative was
25 interrogated by Federal Immigration Authorities at a Motel 6 property while
26 sharing a room with a Primary Class member, but was not placed in removal
27 proceedings. She is thus a member of Class 2.
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1 d. The representative parties will fairly and adequately protect the
2 interests of the class. Plaintiffs do not have interests that conflict with the proposed
3 Settlement Class. Plaintiffs allege that they, like all Class Members, contracted for
4 hospitality services and had their Guest Information disclosed to Federal
5 Immigration Authorities or were interrogated and/or placed in removal procedures
6 as a result of Guest Information being disclosed to Federal Immigration
7 Authorities. Plaintiffs' counsel also satisfies the adequacy requirement, as is
8 evidenced by their thorough investigation, detailed Complaint, and extensive work
9 in mediating and negotiating the proposed Settlement. Plaintiffs' counsel has
10 numerous years' experience, and demonstrated success, in bringing class action
11 claims. MALDEF, one of Plaintiffs' counsel, is a longstanding non-profit whose
12 mission is to provide legal services to individuals such as Plaintiffs and members
13 of the Settlement Class. Proposed Class Counsel are competent and qualified and
14 will more than adequately protect the Class' interests.

15 **RULE 23(b)**

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

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

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

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

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

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

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

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

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

8 **PRELIMINARY APPROVAL**

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

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

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

5 **CONDITIONAL CLASS CERTIFICATION**

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

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

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

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

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

26 14. MALDEF and the Ortega Law Firm are appointed as counsel to the class.
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1 15. The Court appoints Martin F. Scheinman, Esq. to serve as the Settlement
2 Administrator to perform the tasks described, and be compensated as set forth, in the
3 Settlement Agreement.

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

7 **NOTICE**

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

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

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

24 **REQUESTS FOR EXCLUSION AND CLAIM FORMS**

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

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

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

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

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

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

8 **APPEALS OF CLAIMS ELIGIBILITY**

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

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

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

25 **OBJECTIONS**

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

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

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

13 **FINAL HEARING**

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

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

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

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

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

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

DATED this ____ day of _____, 2018.

David G. Campbell, United States District Judge