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SUPERIOR COURT OF CALIFORNIA

COUNTY OF VENTURA

SANDRA LOPEZ; MICHAEL
BLEVINS; and FERNANDO GIRON,
individuals, on
behalf of the State of California, as
private attorneys general and on
behalf of a class of all similarly
situated,

Plaintiffs,
vs.

MOTEL 6 OPERATING L.P.; G6
HOSPITALITY LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No.: 56-2020-00542312-CU-OE-VTA

STIPULATED SETTLEMENT

Assigned to the Hon. Henry Walsh

Complaint filed: June 11, 2020

Trial date: None set

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MOTEL 6 OPERATING L.P. and
G6 HOSPITALITY LLC

1 This is a stipulated settlement of a class and representative action. This Agreement
2 (the “Agreement”) is made by and between Plaintiffs Michael Blevins, Fernando Giron, and
3 Sandra Lopez, individually, the “Settlement Class Members” (defined below), and all
4 “Aggrieved Employees” (defined below), on the one hand, and Defendants Motel 6
5 Operating, L.P. and G6 Hospitality LLC, on the other.

6 **I. DEFINITIONS**

7 For ease of reference, this section defines some but not all terms used herein. Unless
8 otherwise defined, the following terms used in this Agreement shall have the meanings
9 ascribed to them as set forth below:

- 10 A. “The Action” refers to all claims alleged in the soon to be filed, First Amended
11 Complaint (“FAC”).
- 12 B. “Aggrieved Employees” means all Class Members employed during the PAGA
13 Period and eligible to participate in a settlement of the claims brought under the
14 Private Attorneys General Act of 2004 (“PAGA”) in the Action.
- 15 C. “Attorneys’ Fees” means Three Hundred Ninety-Four Thousand Six Hundred
16 Sixty-Two Dollars and Twenty Five Cents (\$394,662.25), or one-third (1/3) of the
17 Settlement Fund, plus Class Counsel’s expenses [an amount to be determined by
18 Class Counsel’s respective billing statements] which Defendant agrees not to
19 oppose, subject to the Court’s approval.
- 20 D. “Claims Administration Expenses” means the Claims Administrator will send the
21 Class Notice and Class Member payments by first-class mail. The postage and
22 printing costs for the Notices, and the postage costs for mailing the payments, shall
23 be paid out of the Settlement. Any other administrative costs related to Class
24 Administration also will be paid out of the Settlement Fund.
- 25 E. “Claims Administrator” means Rust Consulting, who will be responsible for the
26 administration of all class claims, including mailing the Class Notices, receiving
27 and administering any opt-outs, receiving any objections, and printing and mailing
28 the settlement checks.

- 1 F. "Class Counsel" means Todd M. Friedman and Adrian R. Bacon, Law Offices of
2 Todd M. Friedman, P.C., 21550 Oxnard St., Suite 780, Woodland Hills, CA 91367;
3 Lawrence W. Freiman, Freiman Legal, 100 Wilshire Blvd., Ste. 700, Santa Monica,
4 CA 90401; Larry W. Lee and Max. W. Gavron, Diversity Law Group, P.C., 515 S.
5 Figueroa Street, Suite 1250, Los Angeles, CA 90071; and B. James Fitzpatrick and
6 Laura Franklin, Fitzpatrick & Swanston, 555 S. Main Street, Salinas, CA 93901.
- 7 G. "Class Members" means all individuals who were employed by Defendants in
8 California during the Class Period as a non-exempt employee and/or as an exempt
9 hotel general manager.
- 10 H. "Class Notice" means the Notice of Class Action Settlement, mailed to all Class
11 Members as set forth herein.
- 12 I. "Exempt Class Period" means the period from February 14, 2016 through the
13 earlier of the date of preliminary approval or November 8, 2021.
- 14 J. "Non-Exempt Class Period" means the period from September 20, 2019 through
15 the earlier of the date of preliminary approval or November 8, 2021
- 16 K. "Court" means the Superior Court of the State of California, County of Ventura.
- 17 L. "Defendants" means Motel 6 Operating L.P and G6 Hospitality, LLC the named
18 defendants in the Action.
- 19 M. "Defense Counsel" means Holly R. Lake, Steve L. Hernández, and Ryan M. Estes,
20 DLA PIPER LLP (US), 2000 Avenue of the Stars, Suite 400 North Tower, Los
21 Angeles, CA 90067-4704.
- 22 N. "Effective Date" means the date on which all time limitations for filing an appeal
23 from the Court's Judgment and a final order approving settlement of this Action
24 have expired without a notice of appeal having been timely filed.
- 25 O. "Gross Settlement Amount" means One Million, One Hundred Eighty-Three
26 Thousand, Seven Hundred and Fifty Dollars (\$1,183,750).
- 27
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- 1 P. "Individual Settlement Share" means the individual shares of the Net Settlement
2 Amount inclusive of any taxes withheld, that shall be paid to each Participating
3 Class Member, the calculation of which is provided herein (Sec.III.E.5).
- 4 Q. "Net Settlement Amount" means the Gross Settlement Amount, less the Service
5 Award, Attorneys' Fees, Claims Administration Expenses, and the PAGA
6 Allocation.
- 7 R. "Opt Out / Objection Period" means the period of forty-five (45) days from the
8 date Class Notice is first mailed during which Class Members may object to or
9 exclude themselves from the Settlement. Neither party shall encourage any Class
10 Member to object to or opt out of the Settlement.
- 11 S. "PAGA Allocation" means Fifty Thousand Dollars (\$50,000) for all outstanding
12 PAGA claims against Defendant, to be allocated as penalties under PAGA to
13 Aggrieved Employees, of which 75% (\$37,500) shall go to the LWDA, and 25%
14 (\$12,500) shall go to the Aggrieved Employees.
- 15 T. "PAGA Period" means March 18, 2019 through the earlier of the date of
16 preliminary approval or November 8, 2021.
- 17 U. "Participating Class Members" means all Class Members and Aggrieved
18 Employees who do not timely opt-out of the Settlement.
- 19 V. "Parties" refers collectively to Defendants, Plaintiffs, and Participating Class
20 Members.
- 21 W. "Plaintiffs" refers collectively to Michael Blevins, Fernando Giron, and Sandra
22 Lopez, the named plaintiffs and class representatives in the Action.
- 23 X. "Preliminary Approval" refers to a motion for preliminary approval to be drafted
24 and filed by Class Counsel within ninety (90) days of execution of the Agreement.
- 25 Y. "Qualifying Workweeks" means the total number of workweeks within the Class
26 Period that a Class Member worked for Defendants based on Defendants' records,
27 excluding leaves of absence and vacation.
- 28

1 Z. “Released Claims” means all claims, demands, rights, liabilities, and/or causes
2 of action of any nature and description whatsoever, known or unknown, in law or
3 in equity, whether or not concealed or hidden, that were asserted or could have
4 been asserted at any time in the Action based on the facts, theories, and/or claims
5 alleged in the Action; it includes and covers claims for violations of any state or
6 federal statutes, rules or regulations, claims that were asserted or could have been
7 asserted at any time in the Action based on the subject matter alleged therein by
8 any Class Member and/or Aggrieved Employee that, during the Exempt Class
9 Period, the Non-Exempt Class Period, and/or the PAGA Period, Defendants at any
10 time: 1) failed to pay all wages earned and owed, including minimum and overtime
11 wages; 2) failed to provide timely, full, and uninterrupted rest breaks or a penalty
12 payment in lieu thereof; 3) failed to provide timely, full, and uninterrupted meal
13 periods or a penalty payment in lieu thereof; 4) failed to provide accurate itemized
14 wage statements; 5) failed timely to pay all wages at any time, including all wages
15 due on termination of employment; 6) failed to provide restitution for unpaid sums;
16 7) failed to maintain accurate records; 8) failed to reimburse reasonable business
17 expenses; 9) violated the Unfair Competition Law (“UCL”), Bus. & Prof. Code §
18 17200, *et seq.*; and 10) owed penalties pursuant to PAGA, Labor Code § 2698, *et*
19 *seq.* This Settlement is expressly conditioned upon the release by all Participating
20 Class Members of any claim under Labor Code section 2698, *et seq.*, including for
21 penalties pursuant to section 558, and upon covenants by all Participating Class
22 Members that they will not participate in any proceeding seeking penalties under
23 PAGA. (collectively, the “Released Claims”). The Parties agree that the judgment,
24 and release of claims provided herein, shall have *res judicata* effect. The release
25 will exclude claims for vested benefits, wrongful termination, unemployment
26 insurance, disability, workers’ compensation, and claims outside of the Class
27 Period (apart from Plaintiffs Blevins, Giron, and Lopez, who will each execute
28

1 general releases of all claims, other than those that cannot as a matter of law be
2 waived, including a California Civil Code section 1542 waiver).

3 AA. "Released Parties" means Defendants and their past and present parent
4 companies, subsidiaries and affiliates, and their respective present and former
5 officers, directors, stockholders, agents, employees, insurers, co-insurers,
6 reinsurers, attorneys, accountants, auditors, advisors, registered representatives,
7 consultants, pension and welfare benefit plans, plan fiduciaries, administrators,
8 trustees, partners, predecessors, successors, assigns, and any other persons acting
9 by, through, under, or in concert with any of them.

10 BB. "Service Award" refers to the request by Class Counsel, which Defendants shall
11 not oppose, of service awards to each named Plaintiff in the amount of Ten
12 Thousand Dollars (\$10,000) each, to be paid out of the Gross Settlement Amount.
13 The award is in addition to each named Plaintiff's respective Individual Settlement
14 Shares.

15 CC. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 DD. "Settlement Fund" means, if no objection to the Settlement is made, the Gross
17 Settlement Amount to be provided by Defendants to the Claims Administrator
18 within thirty (30) days of Final Approval of the Settlement, assuming no appeal
19 has been filed, or the date the judgment is final and no longer subject to appeal,
20 but in no event prior to nine (9) months from the date mediation was completed
21 (July 23, 2021). The payment of all Individual Settlement Shares, Claims
22 Administration Expenses, Attorneys' Fees, Attorneys' Expenses, and Service
23 Awards, shall be made by the Claims Administrator within fifteen (15) days of the
24 date the Settlement was funded.

25 **II. BACKGROUND**

26 On February 14, 2020, on behalf of themselves and other similarly situated employees
27 in California, Plaintiffs Michael Blevins and Fernando Giron filed a complaint in the
28 Sacramento County Superior Court, Case No. 34-2020-00275400-CU-OE-GDS, alleging

1 against Defendants violations of the California Labor Code, including that Plaintiffs and other
2 hotel general managers in California were misclassified as “exempt” from certain provisions.
3 Plaintiff also alleged a cause of action under the Unfair Competition Law (“UCL”), Bus. &
4 Prof. Code § 17200, *et seq.*, arising from the alleged Labor Code violations. The matter was
5 subsequently removed to this Court and assigned Case No. 2:20-CV-00631-TLN-AC. On May
6 22, 2020, Plaintiffs filed a First Amended Complaint to add a cause of action under the Private
7 Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698, *et seq.* on behalf of all
8 aggrieved employees employed during the PAGA Period. On June 11, 2020, Plaintiff Sandra
9 Lopez filed a similar lawsuit against Defendants, on behalf of herself and other similarly
10 situated non-exempt employees, in the Ventura County Superior Court, Case No. 56-2020-
11 00542312-CU-OE-VTA (collectively, the “Action”). Lopez plans to file an Amended
12 Complaint, combining the named Plaintiffs and all of the allegations raised in *Lopez* and
13 *Blevins*.

14 The Action alleges claims, on behalf of a class of current and former employees
15 employed by Defendants in California, including hotel general managers misclassified as
16 “exempt,” during the Class Period, for, *inter alia*, Defendants’ alleged failure to pay at least
17 minimum wages for all hours worked, failure to pay premium wages for missed, late, and/or
18 interrupted meal and rest periods, failure to pay premium wages for all overtime hours
19 worked, failure to provide accurate itemized wage statements, failure to pay all wages due
20 upon termination, and failure to reimburse business expenses

21 The Parties agreed to attend private mediation. In advance of mediation, Defendants
22 provided Class Counsel with relevant information regarding the Class and Aggrieved
23 Employees, including a twenty percent (20%) sample of timekeeping and payroll records and
24 documents pertaining to Defendants’ uniform policies and procedures. The Parties
25 participated in a day-long mediation with the Hon. Jay C. Gandhi (Ret.), an experienced and
26 respected mediator. The Parties were unable to resolve certain of their respective concerns
27 and agreed to continue the mediation after further investigation and exchanges of information.
28 On July 23, 2021, after extensive investigation and substantial discovery by Class Counsel,

1 the Parties successfully completed the mediation with Judge Gandhi and agreed to resolve
2 Plaintiffs' claims on the terms and conditions memorialized in this Agreement without further
3 litigation.

4 Plaintiffs and Class Counsel concluded, after considering the sharply disputed factual
5 and legal issues involved in this Action, the risks attendant to further prosecution, the
6 discovery conducted to date, and the substantial benefits to be received pursuant to the
7 proposed terms, that settlement as set forth herein was in the best interests of the Class
8 Members.

9 Plaintiffs and Class Counsel are cognizant of problems they face with respect to their
10 burden of proof, many of which were discussed during the mediation and about which Judge
11 Gandhi provided valuable insight. Plaintiffs and Class Counsel believe that the Settlement is
12 fair and confers substantial benefits on Class Members that include certain and meaningful
13 recovery in the near term. Defendants and Defense Counsel also found the benefits of settling
14 outweighed the possibility of a potential judgment in their favor at trial. Based on the sharply
15 disputed factual and legal issues involved in the Action, the risks attendant to further defense,
16 the expense and burden of protracted litigation, and Defendants' desire to put the controversy
17 to rest, Defendants and Defense Counsel believe that the Settlement on the terms hereinafter
18 set forth is also in Defendants' best interest. With Judge Gandhi's assistance, therefore, the
19 Parties determined that the terms and conditions set forth in this Agreement are fair, adequate,
20 and reasonable.

21 This Settlement contemplates the entry of a Final Order approving settlement of class
22 action and discharge of all Parties and their respective counsel from liability for the Released
23 Claims. The Judgment and Final order shall have a *res judicata* effect and bar Plaintiffs and
24 each Participating Class Member from bringing any action asserting Released Claims.

25 **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF** 26 **SETTLEMENT**

27 The Parties and their respective counsel shall take all steps that may be requested by
28 the Court relating to the approval and implementation of this Agreement and shall otherwise

1 use their respective best efforts to obtain Court approval and implement this Agreement. The
2 Parties and their respective counsel agree that as part of this Agreement, and in reliance
3 thereon, Plaintiffs Michael Blevins and Fernando Giron shall dismiss the currently pending
4 case in the United States District Court, Eastern District of California, Case No. 2:20-cv-
5 00631-TLN-AC without prejudice, and the claims for all Class Members and the LWDA,
6 shall be tolled until either such time as any judgment based upon this release is finalized, or
7 for a period of 30 days following both 1) the denial of settlement approval by a court, and
8 notice by a party of an intent to withdraw from this Agreement. The procedure for obtaining
9 Court approval of and implementing this Agreement shall be as follows:

10 **A. Preliminary Approval**

11 Class Counsel will submit this Agreement to the Court for preliminary approval. The
12 Court's preliminary approval of this Agreement shall be embodied in an Order Granting
13 Preliminary Approval of Class Action Settlement, which shall include the following:
14 Certification of the Class for settlement purposes only; appointing Class Counsel for
15 settlement purposes only; setting the Final Fairness and Approval Hearing; and approval for
16 the Notice of Class Action Settlement, *infra*.

17 **B. Notice of Settlement to Class Members**

18 The Claims Administrator shall disseminate to Class Members, by first-class United
19 States mail as described in this Section III(B), the Class Notice and the Opt-Out form, which
20 the Parties will ask the Court to approve in the forms attached hereto as Exhibit A, and Exhibit
21 B ("Opt-Out form").

22 1) Class Notice.

23 Notice shall be provided to Class Members in the following manner:

- 24 a. No later than twenty (20) days after the Court grants preliminary
25 approval of this settlement, Defendants will provide the Claims
26 Administrator with a list of all Class Members (the "Class List"). The
27 Class List shall state the social security numbers and the last known home
28 address for each such Class Member. The Class List shall also state the

1 dates of employment worked by each such Class Member during the
2 Class Period and/or PAGA Period as indicated in Defendants' respective
3 records.

- 4 b. Within ten (10) days of receipt of the Class List from Defendants, the
5 Claims Administrator shall mail the Notice of Class Settlement and the
6 Opt-Out form by First-Class United States mail, postage prepaid, to the
7 last known address of each Class Member, or, in the case of Class
8 Members known to be deceased, to the legal representative of the estate.
- 9 c. The Claims Administrator shall also mail, with the Notice of Class
10 Settlement, a Statement of Weeks Worked in the form attached hereto as
11 Exhibit C that will state the dates the recipient Class Member worked
12 during the Class and/or PAGA Period, as indicated in Defendants'
13 records, and the workweeks that each Class Member worked during the
14 Class and/or PAGA Period.
- 15 d. With respect to those Class Members whose Notice of Class Settlement
16 is returned as undeliverable, the Claims Administrator shall promptly
17 attempt to obtain a valid mailing address by use of the Equifax NCOA
18 ("National Change of Address") database search and skip trace. If
19 another address is identified, the Claims Administrator shall immediately
20 thereafter send the Class Notice and Opt-Out form by first class mail to
21 the new address.
- 22 e. All costs associated with paying, processing and administering this
23 Settlement, whether foreseen or not, shall be paid from the Gross
24 Settlement Amount.

25 2) Declaration of Compliance.

26 No later than thirty (30) days before the Final Fairness and Approval Hearing, the
27 Claims Administrator shall provide Defense Counsel and Class Counsel with a declaration
28 attesting to completion of the notice process (except for any ongoing attempt to obtain valid

1 mailing addresses for, and the re-sending of, any returned Class Notices), including the steps
2 set forth in Section III(B) (“Declaration of Compliance”), which shall be filed with the Court
3 by Class Counsel with the final approval motion.

4 Compliance with the procedures described in this Section shall constitute due and
5 sufficient notice to Class Members of this proposed Settlement and the Final Fairness and
6 Approval Hearing, shall not be subject to objection or collateral attack by any person or entity,
7 and shall satisfy the requirement of due process. Nothing else shall be required of, or done
8 by, the Parties, Class Counsel, Defense Counsel, or the Claims Administrator to provide
9 notice of the proposed Settlement and the Final Fairness and Approval Hearing.

10 **C. Responses to Notice**

11 This is an all-in, non-reversionary settlement, and each Class Member is entitled to
12 receive an Individual Settlement Share, subject to the terms of this Agreement, without
13 “opting in” to the settlement. Each Class Member has three (3) options: 1) do nothing, thereby
14 participating in the settlement and releasing Released Parties as set forth herein; 2) request to
15 be excluded; or 3) object to the settlement.

16 **1) Option 1: Do Nothing.**

17 By doing nothing, the Class Member becomes a Participating Class Member and will
18 be entitled to participate in the settlement and receive his or her Individual Settlement Share
19 and will be deemed to have released the Released Claims as to the Released Parties.

20 **2) Option 2: Request for Exclusion from Settlement.**

21 Any person who receives a Notice of Class Settlement may request to be excluded
22 from the Class by submitting the postage pre-paid Opt-Out form (Exhibit B). Any such
23 request must be made in accordance with the terms set forth in the Class Notice and will be
24 timely only if postmarked no later than forty-five (45) days after the date of mailing of the
25 Class Notice by the Claims Administrator (the “Response Deadline”).

26 **3) Option 3: Objections to Settlement.**

27 Any Class Member wishing to object to the approval of this Settlement (“Objecting
28 Class Member”) shall inform the Claims Administrator in writing of his or her intent to object

1 (“Notice of Objection”) by following the procedure set forth in the Class Notice by the
2 Response Deadline, or such number of days as the Court shall specify, before the date of the
3 Final Fairness and Approval Hearing. The date on the proof of service shall be deemed the
4 exclusive means for determining that a Notice of Objection was served timely. The Notice of
5 Objection must be signed by the Objecting Class Member and state: (1) the name and case
6 number of this matter; (2) the Objecting Class Member’s name, address, and telephone
7 number; (3) the basis for the objection, including all arguments, citations, and evidence
8 supporting the objection; (4) whether the objector intends to appear at the Final Fairness and
9 Approval Hearing, with or without counsel; (5) the name and case number of any other
10 proposed class action settlement to which the objecting Class Member submitted an objection;
11 and (6) whether such objection was submitted on the Class Member’s behalf or on behalf of
12 a represented third party. By submitting a Notice of Objection, the Objecting Class Member
13 will be deemed to have opted into the settlement and will be a Participating Class Member.
14 Class Members may appear and speak at the Final Fairness and Approval Hearing regardless
15 of whether they have submitted a written objection. At no time shall any of the Parties or their
16 counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve
17 written objections to the Settlement or appeal from the Order and Final Judgment. Settlement
18 Class Members who opt-out are not entitled to object to the Settlement.

19 4) Responses to Objections.

20 Counsel for the Parties shall file any response to the any Notice of Objections
21 submitted by Objecting Class Members at least five (5) court days before the date of the Final
22 Fairness and Approval Hearing. In the event of a Notice of Objection, Class Counsel will
23 defend the Settlement in good faith, and Defendant may submit responses.

24 **D. Final Fairness and Approval Hearing**

25 On the date set forth in the Order Granting Preliminary Approval, which shall be
26 approximately seventy-five (75) days after the mailing of the Notice of Class Settlement, a
27 Final Fairness and Approval Hearing shall be held before the Court in order to review this
28 Agreement and to consider any timely objections made and all responses by the Parties to

1 such objections and determine whether the Court should give it final approval. At the Final
2 Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this
3 Agreement. If the Parties' request for final approval is granted, a Judgment and Final Order
4 Approving Settlement of Class Action substantially in the form attached hereto as Exhibit D
5 ("Judgment and Final Order") shall be entered in the Action. Class Counsel shall furnish a
6 copy of the Judgment and Final Order to the Claims Administrator within two (2) days of
7 receipt of the Judgment and Final Order.

8 **E. Settlement Calculations and Procedures**

9 1) Settlement Amount and Uses.

10 The Gross Settlement Amount is One Million, One Hundred Eighty-Three Thousand,
11 Seven Hundred and Fifty Dollars (\$1,183,750) and shall include and cover all payments
12 available under this Agreement as follows: to the Settlement Class (inclusive of wages,
13 penalties, and interest); Attorneys' Fees in the amount of Three Hundred Ninety Four
14 Thousand Six Hundred Sixty-Two Dollars and Twenty Five Cents (\$394,662.25), or one-third
15 (1/3) of the Gross Settlement Amount, plus Class Counsel's costs and expenses reasonably
16 incurred in the litigation [currently approximately \$15,000]; Claims Administrator costs
17 anticipated not to exceed Twenty-Five Thousand Dollars (\$25,000); the PAGA Allocation of
18 Fifty Thousand Dollars (\$50,000), with 75% (\$37,500) going to the LWDA and 25%
19 (\$12,500) going to Aggrieved Employees; Service Awards to Plaintiffs of Ten Thousand
20 Dollars (\$10,000.00) each; and costs incurred to resolve any appeals and/or objections.

21 2) Claims Administration Costs.

22 All costs incurred by the Claims Administrator in connection with administering this
23 Settlement are to be paid from the Gross Settlement Amount. The costs of the Claims
24 Administrator are estimated to be no more than \$25,000. This amount shall cover all of the
25 Claims Administrator's duties, which shall include disbursing the Net Settlement Amount
26 and the PAGA Allocation, calculating and forwarding all employee-side tax obligations, and
27 communicating with all Parties, performing custodial and accounting functions, preparing,
28 translating, tracking, issuing, and mailing (with the Parties' approval) any and all notices or

1 reminders to Class Members and/or Participating Class Members; all costs and fees associated
2 with computing, processing, reviewing, issuing, and paying the Service Awards, the
3 distribution of the Settlement Fund, payment interest, employee-side taxes, and any other
4 payments to be made from the Gross Settlement Amount; all costs and fees associated with
5 preparing any tax returns and any other filings required by any governmental taxing authority
6 or agency; all costs and fees associated with preparing any other notices, reminders, reports,
7 or filings to be prepared in the course of administering disbursements of the Net Settlement
8 Amount; and any other costs and fees incurred and/or charged by the Claims Administrator
9 in connection with the execution of its duties under this Agreement.

10 3) Attorneys' Fees and Expenses.

11 Subject to Court approval, Class Counsel will be paid Attorneys' Fees in the amount
12 of Three Hundred Ninety Four Thousand Six Hundred Sixty-Two Dollars and Twenty Five
13 Cents (\$394,662.25), or one-third (1/3) of the Settlement Fund, plus Class Counsel's expenses
14 [an amount to be determined by Class Counsel's respective billing statements] which
15 Defendant agrees not to oppose, subject to the Court's approval, plus up to \$20,000 for
16 expenses. The Attorneys' Fees shall be paid out of the Gross Settlement Amount. Class
17 Counsel shall serve Defendants with copies of all documents submitted in support of their fee
18 allocation before they are filed with the Court. Defendants agree not to oppose Class
19 Counsel's proposed fee allocation. Any amount not approved by the Court will revert to the
20 Settlement Fund to be split *pro rata* between the Participating Class Members. The Court-
21 ordered Attorneys' Fees shall be due and payable no later than twenty (20) days after the
22 Effective Date.

23 4) Service Awards Payable to Class Representatives.

24 Subject to Court approval, the named Plaintiffs, Michael Blevins, Fernando Giron, and
25 Sandra Lopez shall each receive a Service Award of \$10,000 in recognition of their service
26 to the Class as named plaintiffs and class representatives. The Service Awards shall be
27 payable no later than twenty (20) days after the Effective Date. The Claims Administrator
28 will report each Service Award on a Form 1099, copies of which will be provided to Plaintiffs

1 and to the pertinent taxing authorities as required by law.

2 5) Individual Settlement Shares Payable to Participating Class Members.

3 The Claims Administrator shall distribute to each Participating Class Member his or
4 her Individual Settlement Share. A portion of each Individual Settlement Share shall represent
5 wages, a portion shall represent interest, and a portion shall represent penalties. Each
6 Individual Settlement Share shall be allocated as follows: thirty-three and one third percent
7 (33.33%) of each Individual Settlement Share shall represent wages; thirty-three and one third
8 percent (33.33%) shall represent interest; and thirty-three point thirty-four percent (33.34%)
9 shall represent penalties. That portion of each Individual Settlement Share representing wages
10 will be subject to normal employment tax withholdings relative to the Participating Class
11 Member's employment (e.g., withholdings for State and Federal income tax, employee FICA
12 tax, California SDI, etc.) with the Claims Administrator remitting all such employment tax
13 withholdings directly to the pertinent state and federal taxing authorities. Participating Class
14 Members will be subject to 28% Federal backup withholding rate unless they execute a Form
15 W 9 as part of their receipt of their Individual Settlement Share.

16 6) PAGA Allocation.

17 The Parties allocate \$50,000 to the LWDA for penalties under PAGA ("PAGA
18 Allocation"), which shall be distributed as follows: 25% (\$12,500) to Aggrieved Employees
19 on a pro rata basis, in addition to each Aggrieved Employee's Individual Settlement Share;
20 and 75% (\$37,500) to the LWDA as Penalties.

21 7) Individual Settlement Share.

22 Each Individual Settlement Share is calculated by dividing the number of the Class
23 Member's Qualifying Workweeks by the total number of Qualifying Workweeks for the
24 applicable Class Period, multiplied by the Net Settlement Amount, as reflected in the
25 following formula:
26
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1 *Individual Participating Class Member's*
 2 *Qualifying Workweeks*

_____ x Net Settlement Amount

3 *All Participating Class Members'*
 4 *Qualifying Workweeks*

5 The calculations will reflect the disbursement of Individual Settlement Shares to
 6 exempt hotel general managers who worked during the Exempt Class Period and non-exempt
 7 hotel employees who worked during the Non-Exempt Class Period, *infra*. The formula and
 8 calculations are supported by an exchange of discovery and information leading up to and at
 9 the mediation.

10 8) Re-Allocation.

11 Any funds that were allocated to Class Members who timely opt out of the settlement
 12 will be re-allocated to Participating Class Members on a *pro rata* basis as set forth above.

13 9) Interest and Penalties Allocation.

14 The portion of each Individual Settlement Share constituting interest or penalties will
 15 each be reported on a Form 1099 provided to each Participating Class Member, with the
 16 required copies of the Form 1099's provided to the pertinent taxing authorities.

17 10) No Spillover of Residuals.

18 To the extent there are any payments made to Participating Class Members that remain
 19 uncashed ninety (90) days after mailing, the Parties agree that these amounts shall be paid to
 20 Public Justice in *cy pres*.

21 11) No Additional Contribution by Defendant.

22 Defendants' monetary obligations under this Agreement are limited to the Gross
 23 Settlement Amount. Defendants may not be called upon or required to contribute additional
 24 monies above the Gross Settlement Amount under any circumstances whatsoever. All costs
 25 and expenses arising out of or in connection with the performance of this Agreement shall be
 26 paid from the Gross Settlement Fund. Neither this Agreement nor payment and/or receipt of
 27 any Individual Settlement Share shall trigger any other obligation, right, wage, bonus, or
 28 entitlement. The amounts paid under this Agreement do not represent a modification of any

1 previously-credited hours of service under any employee benefit plan, policy, or bonus
2 program sponsored by any Defendants. Payment of the Individual Settlement Shares shall not
3 form the basis for additional contributions to, benefits under, or any other monetary
4 entitlement under, benefit plans (self-insured or not) sponsored by Defendants. Any payments
5 made under the terms of this Agreement shall not be applied retroactively, currently, or on a
6 going forward basis as salary, earnings, wages, or any other form of compensation for the
7 purposes of any of Defendants' benefit plan, paid vacation policy, calculations, other policy,
8 or bonus program. Defendants retain the right to modify the language of its benefit plans,
9 policies, and bonus programs to effect this intent and to make clear that any amounts paid
10 pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or
11 any similar measuring term as defined by applicable plans, policies, and bonus programs for
12 purpose of eligibility, vesting, benefit, accrual, or any other purpose, and that additional
13 contributions or benefits are not required by this Agreement.

14 12) Termination of the Agreement.

15 In the event that this Agreement is canceled, rescinded, terminated, voided, or
16 nullified, however that may occur, or the Settlement of the Action is barred by operation of
17 law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction,
18 Defendants will cease to have any obligation to fund any portion of the Gross Settlement
19 Amount.

20 13) Calculation of Qualifying Workweeks.

21 Defendants will calculate and provide the Qualifying Workweeks for each Class
22 Member based on dates of hire, and, if applicable, dates of termination.

23 14) Resolution of Disputes.

24 Any Class Member who disputes the Qualifying Workweeks shown on his or her Class
25 Notice regarding the total number of weeks he or she worked during the Exempt Class Period,
26 the Non-Exempt Class Period, and/or the PAGA Period may indicate and explain such
27 disagreement within thirty (30) days of the mailing of the Notice of Class Settlement. Any
28 such Class Member must submit any documentation relating to his or her dispute. The Claims

1 Administrator shall notify Defense Counsel and Class Counsel of any such dispute no later
2 than two (2) business days after receiving notice of the dispute. The Claims Administrator
3 shall attempt to resolve the disagreement and may request any information or assistance from
4 Defense Counsel and/or Class Counsel that the Claims Administrator, in its sole discretion,
5 believes may assist it in resolving the disagreement. However, Defendants' records will be
6 used to make any final determination and will be controlling. The Parties and their counsel
7 shall use their best efforts to ensure that any and all such disputes are resolved before the
8 Effective Date.

9 15) Payment of Individual Payment Amounts.

10 Within ten (10) days after the Effective Date and Final Approval, whichever is later,
11 and any and all errors or disputes regarding the total Qualifying Workweeks by all Class
12 Members have been resolved, the Claims Administrator shall: 1) calculate the final Individual
13 Settlement Share to be paid to each Participating Class Member; and 2) prepare a Final
14 Statement of Individual Payment Amounts for each. The mailing shall be by first-class United
15 States mail to the last known mailing address of each Participating Class Member.

16 16) Extension of Time to Pay and/or Process Claims.

17 Should the Claims Administrator need more time than is provided under this
18 Agreement to complete any of its obligations as set forth in this Agreement, the Claims
19 Administrator may request such additional time in writing (including an explanation of the
20 need for additional time) from Defense Counsel and Class Counsel, which shall not be
21 unreasonably withheld. If Defense Counsel and Class Counsel do not agree in writing to the
22 Claims Administrator's request for additional time, the Claims Administrator may seek such
23 additional time from the Court.

24 17) Increase of Class Size.

25 Defendants have represented that the Class consists of 4,573 affected employees. With
26 respect to exempt hotel general managers, Defendants have represented that 256 Class
27 Members were employed over 28,565 workweeks during the Exempt Class Period and 5,251
28 pay periods during the PAGA Period. With respect to non-exempt hotel employees,

Defendants have represented that 4,317 Class Members were employed over 149,044 workweeks during the Non-Exempt Class Period and 75,494 pay periods during the PAGA Period. If confirmatory discovery reveals that both the number of Class Members and the number of workweeks increase by more than 10% each during the Exempt Class Period (282 and 31,421.5, respectively) or the Non-Exempt Class Period (4,749 and 163,948.4, respectively), Defendants agree to a proportionate increase in the Net Settlement Amount for each workweek beyond the 10% threshold. Specifically, the current value of each workweek is the Net Settlement Amount divided by 177,590 total workweeks (the “Workweek Value”). To the extent Defendant seeks to increase the number of workweeks and Class Members as of July 23, 2021, Defendants will pay the Workweek Value for each additional workweek. However, at Defendants’ discretion, it may decline to include Class Members beyond the 195,369.9 total workweeks.

F. Public Statements

Plaintiffs, Participating Class Members, and Class Counsel shall not hold any press conferences, issue any press releases, seek any publicity, or publish any announcements on any website with respect to this matter at any time. Until the Parties submit a request for preliminary approval from the Court, Plaintiffs and Class Counsel will keep the terms of this Agreement confidential. Prior to final approval of this Settlement, Plaintiffs and Class Counsel will not discuss this Action or Settlement or otherwise disclose the terms of this Agreement with third parties other than Class Members, except: 1) as necessary to effectuate this Agreement; and 2) to the Parties’ tax advisors. After final approval of this Settlement, the Parties and their counsel shall not issue any public statements with respect to the Action or Settlement, except as required by law. Upon such final approval, the Parties and their counsel may issue, if at all, only a mutually agreeable joint press release, although neither party is required to agree to any press release of any kind. Unless otherwise agreed by the Parties and their counsel, any oral or written disclosure of information related to the Settlement shall be restricted to the material discussed in this Stipulation and Agreement. The Parties and their counsel agree and acknowledge that the phrase “material discussed in this

1 Stipulation and Agreement” shall be narrowly construed. Notwithstanding the specific
2 limitations to public disclosure identified herein, Class Counsel shall not be precluded from
3 disclosing the Parties to the lawsuit and the fact that the matter settled to a Court or other
4 tribunal.

5 **IV. LIMITATIONS ON USE OF THIS SETTLEMENT**

6 **A. No Admission**

7 Neither the acceptance nor the performance by Defendants of the terms of this
8 Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be
9 construed as, or deemed to be an admission by, Defendants of the truth of any of the
10 allegations in the Action, the representative character of the Action, the validity of any of the
11 claims that were or could have been asserted by Plaintiffs and/or Class Members in the
12 Action, or of any liability or guilt of Defendants in the Action.

13 **B. Non-Evidentiary Use**

14 Neither this Agreement nor any of its terms shall be admissible or useable in discovery
15 in any adversary proceeding or any litigation whatsoever, provided, however, that nothing
16 contained in this Section shall prevent this Agreement from being used, offered, or received
17 in evidence in any proceeding to enforce, construe, or finalize this Agreement in the Action.

18 **C. No Collateral Attack**

19 This Agreement shall not be subject to collateral attack by any Class Member or any
20 recipient of the Notice of Class Settlement after the Judgment and Final Order described
21 herein is entered. Such prohibited collateral attacks shall include but not be limited to claims
22 that the Qualifying Workweeks attributed to the Class Member was erroneous or that the
23 Class Member failed for any reason to receive timely notice of the procedure for disputing
24 the calculation of his or her Individual Settlement Share.

25 **D. Nullification**

- 26 1) If: (a) the Court should for any reason fail to certify a class for
27 settlement; or (b) the Court should for any reason fail to approve this Settlement
28 in the form agreed to by the Parties; or (c) the Court should for any reason fail

1 to enter the Judgment and Final Order; or (d) the Judgment and Final Order is
2 reversed, modified, or declared or rendered void, then: (i) this Agreement shall
3 be considered null and void; (ii) neither this Agreement nor any of the related
4 negotiations or proceedings shall be of any force or effect; (iii) all Parties to
5 this Agreement shall stand in the same position, without prejudice, as if the
6 Agreement had been neither entered into nor filed with the Court; (iv) this
7 Agreement shall not be admissible or usable in discovery in any adversarial
8 proceeding or in any litigation whatsoever, including this Action; and (v) Class
9 Counsel shall make repayment of any disbursements it received from the
10 Settlement Fund.

11 2) If three percent (3%) or more of the Class Members request exclusion
12 and/or opt out of this Settlement, then Defendant in its sole discretion may
13 nullify and void this Agreement in its entirety. Defendants shall have ten (10)
14 days after receiving notice that three percent (3%) or more of the Class has
15 requested exclusion to inform the Parties of its decision to nullify and void this
16 Agreement. Defendant shall pay all costs incurred by the Claims Administrator
17 should it exercise its rights under this Section. Additionally, neither Plaintiffs
18 nor Class Counsel will encourage Class Members to request exclusion from
19 this Settlement.

20 3) Invalidity of any material term of this Agreement shall invalidate this
21 Agreement in its entirety unless the Parties shall subsequently agree in writing
22 that the remaining provisions shall remain in full force and effect.

23 4) In the event that for any reason unrelated to a Defendants' failure to pay
24 the Gross Settlement Amount, the final distribution of the Settlement Fund does
25 not occur (for example, because this Agreement and/or the Judgment and Final
26 Order is modified or reversed on appeal), the entire Settlement Fund shall
27 remain the sole property of Defendants and any sums previously paid or
28

distributed shall be returned to Defendants (minus any administrative expense and fees incurred by the Claims Administrator).

- 5) In the event of a timely appeal from the Judgment and Final Order, the Judgment and Final Order shall be stayed, and the Net Settlement Amount shall not be distributed to Class Members pending the completion of the appeal.

V. CLASS RELEASE

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims, including, but not limited to, claims that were asserted or could have been asserted at any time in the Action based on the subject matter alleged therein. Except for Class Members who submit a timely opt out from the settlement, upon entry of the Judgment and Final Order in the Action, Plaintiffs and every Participating Class Member shall be bound by this Agreement, and their benefits, rights, and remedies are limited as provided herein. Plaintiffs and all Participating Class Members shall be deemed to have, and by operation of the Judgment and Final Order shall have, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from: (i) the Released Claims; and (ii) any and all claims (including unknown claims), including claims that were asserted or could have been asserted at any time in the Action based on the subject matter alleged therein.

Every Class Member who does not submit a timely Request for Exclusion from the Class shall be deemed to have acknowledged that this Agreement is intended to include in its effect all Released Claims about which the Class does not know or suspect to exist in its favor at the time of the final approval of this Agreement. For the avoidance of doubt, the Parties agree that the Participating Class Members' waiver of rights and benefits does not apply to claims not encompassed in the Released Claims. Plaintiffs and every Participating Class Member shall be deemed to have acknowledged and agreed that: 1) Class claims for overtime compensation, minimum wages, wages for all hours worked, statutory and civil penalties, and any other payments and/or penalties in the Action are disputed; and 2) the payments set forth above constitute full payment of any amounts allegedly due. Plaintiffs and the Participating

1 Class Members thus shall be deemed to have acknowledged and agreed that California Labor
2 Code § 206.5 is not applicable to the Parties hereto. That section provides in pertinent part
3 as follows:

4 An employer shall not require the execution of any release of a release of a claim or
5 right on account of wages due, or to become due, or made as an advance on wages to
6 be earned, unless payment of those wages has been made.

7 **VI. MISCELLANEOUS PROVISIONS**

8 **A. Amendments**

9 The terms and provisions of this Agreement may be amended only by a written
10 agreement that is signed by the Plaintiffs, Class Counsel, and Defense Counsel who executed
11 this Agreement.

12 **B. Assignment**

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

19 **C. Governing Law**

20 This Agreement shall be governed, construed, and interpreted, and the rights of the
21 Parties shall be determined, in accordance with the laws of the State of California, irrespective
22 of the State of California's choice of law principles.

23 **D. Entire Agreement**

24 This Agreement, including the Exhibits referred to herein, which form an integral part
25 of the Settlement, contains the entire understanding of the Parties with respect to the subject
26 matter contained herein. In case of any conflict between text contained in Articles I through
27 VI of this Agreement and text contained in Exhibits to this Agreement, the former shall be
28 controlling. There are no restrictions, promises, representations, warranties, covenants, or

1 undertakings governing the subject matter of this Agreement other than those expressly set
2 forth or referred to herein. This Agreement supersedes all prior agreements and
3 understandings among the Parties hereto with respect to the settlement of the Action.

4 **E. Waiver of Compliance**

5 Any failure of any party, Defense Counsel, and/or Class Counsel to comply with any
6 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to
7 the extent permitted under applicable law, by the party or parties and their respective counsel
8 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
9 failure to insist upon strict compliance with any representation, warranty, covenant,
10 agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any
11 subsequent or other failure.

12 **F. Counterparts**

13 This Agreement, and any amendments hereto, may be executed in any number of
14 counterparts and any party and/or their respective counsel may execute any such counterpart,
15 each of which when executed and delivered shall be deemed to be an original and all of which
16 counterparts taken together shall constitute but one and the same instrument. It shall not be
17 necessary in making proof of this Agreement or any counterpart hereof to produce or account
18 for any of the other counterparts.

19 **G. Attorneys' Fees and Costs**

20 Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the
21 Class, Participating Class Members, or Plaintiffs may recover or seek to recover any amounts
22 for fees, costs, or disbursements from the Released Parties or the Settlement Fund except as
23 expressly provided herein.

24 **H. Meet and Confer Regarding Disputes**

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

I. Jurisdiction of the Court

The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to Fed. R. Civ. P. Rule 41(a) and/or California Code of Civil Procedure section 664.6. Accordingly, the Parties agree and stipulate that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

IT IS SO STIPULATED.

Dated: May 6, 2022

Respectfully submitted,
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
FREIMAN LEGAL, P.C.

By: _____

Todd M. Friedman
Adrian R. Bacon
Lawrence Freiman
Attorneys for Plaintiffs
MICHAEL BLEVINS, FERNANDO GIRON,
and SANDRA LOPEZ

Dated: June 15, 2022

DLA PIPER LLP (US)

By: _____

Holly R. Lake
Steve L. Hernández
Ryan M. Estes
Attorneys for Defendants
MOTEL 6 OPERATING L.P.,
and G6 HOSPITALITY LLC

Dated: June 9, 2022

MOTEL 6 OPERATING L.P.

DocuSigned by:
By:  _____
[Name, Title] Rob Palleschi
CEO

I. Jurisdiction of the Court

The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to Fed. R. Civ. P. Rule 41(a) and/or California Code of Civil Procedure section 664.6. Accordingly, the Parties agree and stipulate that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

IT IS SO STIPULATED.

Dated: May 6, 2022

Respectfully submitted,
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
FREIMAN LEGAL, P.C.

By: Lawrence Freiman
Todd M. Friedman
Adrian R. Bacon
Lawrence Freiman
Attorneys for Plaintiffs
MICHAEL BLEVINS, FERNANDO GIRON,
and SANDRA LOPEZ

Dated: May 6, 2022

DLA PIPER LLP (US)

By: _____
Holly R. Lake
Steve L. Hernández
Ryan M. Estes
Attorneys for Defendants
MOTEL 6 OPERATING L.P.,
and G6 HOSPITALITY LLC

Dated: May 6, 2022

MOTEL 6 OPERATING L.P.

By: _____
[Name, Title]

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Dated: May 6, 2022

G6 HOSPITALITY LLC

By: _____
[Name, Title]

Dated: May 6, 2022

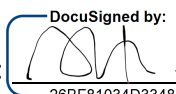


By: _____
MICHAEL BLEVINS

Dated: May 6, 2022

By: _____
FERNANDO GIRON

Dated: May 6, 2022

By:  _____
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SANDRA LOPEZ

1 Dated: May 6, 2022

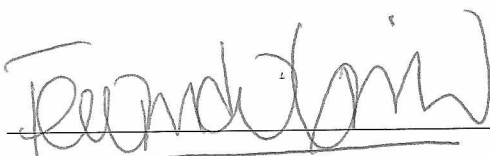
G6 HOSPITALITY LLC

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15 SANDRA LOPEZ

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Dated: June 9, 2022

G6 HOSPITALITY LLC

DocuSigned by:
By: 
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[Name, Title] Rob Palleschi
CEO

Dated: May 6, 2022

By: _____
MICHAEL BLEVINS

Dated: May 6, 2022

By: _____
FERNANDO GIRON

Dated: May 6, 2022

By: _____
SANDRA LOPEZ

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EXHIBIT A

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

SANDRA LOPEZ; MICHAEL BLEVINS; and
FERNANDO GIRON, individuals, on
behalf of the State of California, as
private attorneys general and on
behalf of a class of all similarly
situated,

Plaintiffs,
vs.

MOTEL 6 OPERATING L.P.; G6
HOSPITALITY LLC; and DOES 1
through 20, inclusive,

DEFENDANTS.

Case No.: 56-2020-00542312-CU-OE-VTA

Assigned to the Hon. Henry Walsh

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I GET THIS NOTICE?

You are receiving this notice because our records indicate that you were employed in California by Motel 6 Operating L.P. and/or G6 Hospitality LLC (“Defendants”) as 1) an exempt hotel general manager between February 14, 2016 and November 8, 2021 or 2) a non-exempt hotel employee between September 20, 2019 and November 8, 2021 (collectively “Class Members”). This Notice explains that the Ventura County Superior Court (“the Court”) has granted preliminary approval of a class action settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

On June 11, 2020, on behalf of herself and other current and former non-exempt employees in California, Plaintiff Sandra Lopez filed a lawsuit against Defendant Motel 6 Operating, L.P. in the Ventura County Superior Court, Case No. 56-2020-00542312-CU-OE-VTA, which is currently pending in this Court (“*Lopez*”). Plaintiffs Michael Blevins and Fernando Giron filed a similar lawsuit against Defendants Motel Operating L.P. and G6 Hospitality LLC (“Defendants”), which was pending in the United States District Court for the Central District of California, Case No. 2:20-CV-00631-TLN-AC (“*Blevins*”), alleging claims against Defendants for violations of the California Labor Code, on behalf of themselves and other similarly situated hotel employees, including hotel general managers classified as “exempt.” *Blevins* was consolidated with *Lopez*. Plaintiffs in *Lopez* and *Blevins* (collectively, the “Action”) alleged specifically that such violations resulted in Defendants’ failure to pay Plaintiffs and Class Members all wages earned and owed, including minimum and overtime wages due upon termination of employment, and Defendants’ failure to provide proper meal and rest breaks or reimburse

for work-related expenses. Plaintiffs also alleged that Defendants did not provide proper wage statements or maintain accurate employee records. By doing so, Plaintiffs claimed that Defendants engaged in unfair business practices and that Plaintiffs and other Class Members were entitled to recover penalties under California's Private Attorneys General Act of 2004 ("PAGA"). Plaintiffs alleged further that they and other Class Members were entitled to liquidated damages, restitution, penalties, and attorneys' fees and costs, among other remedies.

Defendants have denied, and continue to deny, all allegations and contend that they paid their employees fairly and in full compliance with all California labor laws.

The Court has not determined whether the allegations against Defendants have merit. However, after good faith negotiations and for the purpose of avoiding the significant time and expense of further litigation, the outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Defendants have agreed to settle the Action by paying a Gross Settlement Amount of One Million, One Hundred Eighty-Three Thousand, Seven Hundred and Fifty Dollars (\$1,183,750) to resolve the claims described above.

Nothing in the Settlement is intended, or should be construed, as an admission by Defendants that the Action has merit or that they have any liability to Plaintiffs or other Class Members. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the class as a whole.

III. WHO IS INCLUDED IN THE CLASS ACTION?

You are included in the Settlement as a Class Member if you were employed by Motel 6 Operating L.P. and/or G6 Hospitality LLC as an exempt hotel general manager in California between February 14, 2016 and November 8, 2021 (the "Exempt Class Period") and/or as a non-exempt hotel employee in California between September 20, 2019 and November 8, 2021 (the "Non-Exempt Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount of \$1,183,750 ("Settlement Fund"). A Claims Administrator has been appointed to administer the Settlement and facilitate all payments. The Claims Administrator will pay sums from the Settlement Fund as follows: 1) the Class Representative Payment to Michael Blevins, Fernando Giron, and Sandra Lopez in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each; 2) Class Counsel's attorneys' fees in the amount of Three Hundred Ninety-Four Thousand Six Hundred Sixty-Two Dollars and Twenty Five Cents (\$394,662.25), or one-third (1/3) of the Settlement Fund, incurred or to be incurred in this Action, including any appeals; 3) attorneys' costs and expenses associated with the lawsuit in an amount of up to Twenty Thousand Dollars (\$20,000.00), incurred or to be incurred in this lawsuit, including any appeals; 4) Claims Administrator fees and expenses, estimated at Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00) and subject to reduction or increase to correspond with the actual fees and expenses incurred; 5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) in recognition of the release of claims pursuant to PAGA, 75% of which (\$37,500) designated to go to the California Labor and Workforce Development Agency, and 25% (\$12,500) to Class Members; and 6) the remainder of approximately Six Hundred Sixty-Two Thousand and Eighty-Seven Dollars and Seventy-Five Cents (\$662,087.75), which is the estimated Maximum Settlement Distribution Amount to all Class Members, and from which the employee portion of all applicable tax withholdings including FICA, SDI, and other employment-related taxes and withholding of federal, state and local income taxes will be paid. Any unclaimed settlement payments will be paid as a donation to Public Justice, a national nonprofit legal advocacy organization.

1. **Settlement Payments:** Your individual share of the Settlement will be based on the number of workweeks you worked for Defendants during the Class Period (“Qualifying Workweeks”) relative to the total number of workweeks worked by Class Members. However, if Defendants previously paid you an individual settlement amount in exchange for signing a Wage Release Agreement after the lawsuit was filed, your settlement share will be reduced by the amount you already received.
2. **Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you, on behalf of yourself and your current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release Defendants, and their parents, predecessors, successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of their employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns (collectively hereinafter the “Releasees”), all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that were asserted or could have been asserted at any time in the Action based on the facts, theories, and/or claims alleged in the Action; it includes and covers claims for violations of any state or federal statutes, rules or regulations, claims that were asserted or could have been asserted at any time in the Action based on the subject matter alleged therein by any Class Member and/or Aggrieved Employee that, during the Exempt Class Period, the Non-Exempt Class Period, and/or the PAGA Period, Defendants at any time: 1) failed to pay all wages earned and owed, including minimum and overtime wages; 2) failed to provide timely, full, and uninterrupted rest breaks or a penalty payment in lieu thereof; 3) failed to provide timely, full, and uninterrupted meal periods or a penalty payment in lieu thereof; 4) failed to provide accurate itemized wage statements; 5) failed timely to pay all wages at any time, including all wages due on termination of employment; 6) failed to provide restitution for unpaid sums; 7) failed to maintain accurate records; 8) failed to reimburse reasonable business expenses; 9) violated the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, et seq.; and 10) owed penalties pursuant to PAGA, Labor Code § 2698, et seq. The Settlement is expressly conditioned upon the release by all Participating Class Members of any claim under Labor Code section 2698, et seq., including for penalties pursuant to section 558, and upon covenants by all Participating Class Members that they will not participate in any proceeding seeking penalties under PAGA. (collectively, the “Released Claims”).

Accordingly, if you participate in this Settlement, you cannot bring any claims against Defendants for wages or other payments described above for any work you performed for them during the Class Period. This release does not bar you from bringing claims for vested benefits, wrongful termination, unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement

You will receive an Individual Settlement Share, and you will be bound by the terms of the Settlement and any final Judgment that may be entered by the Court. You will be considered to have released the claims against Defendant and the other released parties described in the Settlement **unless you submit a timely request to be excluded as described below.**

If you wish to accept your Individual Settlement Share but do not agree with the number of Qualifying Workweeks stated on the attached Information Sheet, or wish to correct any other information on the Information Sheet, you should provide the corrected information by completing and returning the attached Information Sheet. If you dispute the number of Qualifying Workweeks, write down the beginning and ending dates you worked for Defendants during the Class Period and return the

Information Sheet, and any documents to support your position, by mail to the Claims Administrator and addressed as follows: **Sandra Lopez, et al. v. Motel 6 Operating L.P., et al. – Claims Administrator, c/o Rust Consulting, [ADDRESS], [CITY], [STATE] [ZIP]**. The Claims Administrator will read the documents provided by both you and Defendants and make the final determination of the amount of your Settlement Share.

Please note that you are responsible for keeping the Claims Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Changing your mailing address and failing to inform the Claims Administrator of the change may prevent you from receiving your Settlement Share.

B. You May Exclude Yourself from the Settlement

If you do not wish to participate in the Settlement and wish instead to be excluded from the Settlement, including any final judgment that may be entered by the Court, **you must mail a letter to the Claims Administrator postmarked on or before [REDACTED], 2022] to the following address:**

Sandra Lopez, et al. v. Motel 6 Operating L.P., et al.
Attn: Claims Administrator
c/o Rust Consulting
[ADDRESS]
[CITY, STATE, ZIP]
1 (800) 000-0000

Your letter must state that you want to exclude yourself from the Settlement and include your name, address, telephone number, and signature. Any Class Member who properly submits a valid and timely request to be excluded from the Settlement will 1) not receive any payment of any kind in connection with this Settlement, 2) not be bound by or receive any benefit of this Settlement, 3) have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement, and 4) may at his or her own expense pursue individually any claims he or she may have against Defendants.

C. You May Object to the Settlement

If you do not request to be excluded from the Settlement but believe that the Settlement is not fair, reasonable, and adequate, you may object to the terms of the Settlement before final Court approval by filing a written objection. If the Court rejects your objection, however, you will remain bound by the Settlement terms.

To object, you must file a written objection with the Court, send the objection to all counsel at the addresses listed below, and send the objection to the Claims Administrator:

To Court

Clerk of Court
Ventura County Superior Court – Hall of Justice
Re: *Sandra Lopez, et al. v. Motel 6 Operating L.P., et al.*
Case No. 56-2020-00542312-CU-OE-VTA

To Claims Administrator

Sandra Lopez, et al. v. Motel 6 Operating L.P., et al.
Attn: Claims Administrator
c/o Rust Consulting

[ADDRESS]
[CITY, STATE ZIP]

To Class Counsel:

Todd M. Friedman
Adrian R. Bacon
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd., Ste. 340
Woodland Hills, CA 91364

To Defense Counsel:

Holly R. Lake
Steve L. Hernández
Ryan M. Estes
DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4704

Any written objection must state your full name and address and the dates of your employment with Defendants. Your written objection must also state, in clear and concise terms, the basis for your objection(s) and any legal support. The written objection must also state whether you intend to appear and object at the Final Approval Hearing. To be valid and effective, the Court and Counsel must receive any written objection and notice of intent to appear at the Final Approval Hearing no later than [REDACTED], 2022 **[forty-five (45) days after Rust mails Class Notice]**. If the Court denies your objection, you will be bound by any Judgment with respect to the Settlement, and you will release Defendants from legal claims as described above and in the Stipulation of Class Action Settlement on file with the Court.

D. You Can Do Nothing

If you do nothing in response to this Class Notice, you will receive your Individual Settlement Share, and you will be bound by any Judgment entered with respect to the Settlement, including by releasing Defendants from legal claims as explained above and in the Stipulation for Class Action Settlement on file with the Court.

VI. FINAL SETTLEMENT APPROVAL HEARING

To determine whether the Settlement should be finally approved as fair, reasonable, and adequate, the Court will hold a Final Approval Hearing on [date], 2022, at [time] in Department 42 of the Ventura County Superior Court, Hall of Justice, located at 800 South Victoria Avenue, Ventura, CA 93003. The Court will also be asked to approve the requests for payment of the following: all Class Members' Individual Settlement Shares; the PAGA allocation to the California Labor and Workforce Development Agency; the Class Representatives' Service Awards; Class Counsel's Attorneys' Fees and Expenses; and Claims Administrator Expenses.

The hearing may be continued without further notice to Class Members. **It is not necessary for you to appear at this hearing, but you may appear and be heard at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic Settlement terms. For the precise terms and conditions of the Settlement, you should read the Stipulation of Class Action Settlement on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Stipulation, may be examined during regular business hours at the Office of the Clerk of the Ventura County Superior Court, located at 800 S Victoria Ave., Ventura, CA 93003.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE CLAIMS ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE COURT

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EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA
Re: Sandra Lopez v. Motel 6 Operating L.P.
Case No.: 56-2020-00542312-CU-OE-VTA**

OPT-OUT FORM

I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CASE OF *SANDRA LOPEZ, AS AN INDIVIDUAL AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, V. MOTEL 6 OPERATING, L.P.* I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS I WILL NOT RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed settlement in this action. I have decided to exclude myself from the Settlement Class and not participate in any portion of the proposed settlement.

Date:

Signature:

Printed Name:

Street Address:

City, State, Zip Code:

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A POSTMARK
DATED NO LATER THAN _____ TO:**

**RUST CONSULTING
ADDRESS
CITY, STATE ZIP
TOLL FREE TELEPHONE**

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EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA
Case No.: 56-2020-00542312-CU-OE-VTA
Sandra Lopez et. al. v. Motel 6 Operating L.P.
CLASS MEMBER SETTLEMENT INFORMATION SHEET**

TO ENSURE RECEIPT OF YOUR SHARE OF THE SETTLEMENT IN THE CLASS ACTION ENTITLED
SANDRA LOPEZ. V. MOTEL 6 OPERATING L.P., PLEASE REVIEW THE INFORMATION BELOW.
IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS SHEET AT THE BOTTOM OF THE NEXT PAGE, AND MAIL IT, POSTMARKED NOT LATER THAN [REDACTED], 2022, TO:

Michael Blevins, et al. v. Motel 6 Operating L.P., et al.

P.O. Box XXX
[CITY], CA [ZIP]
Tel: XXX-XXX-XXXX
Fax: XXX-XXX-XXXX
Email: [REDACTED]@[REDACTED].com

PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE

Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2» «City» «Abbrev» «Zip»

Total Number of All Class Members' Workweeks: [REDACTED]

Total Number of Workweeks worked for Motel 6 Operating L.P. and/or G6 Hospitality LLC between February 14, 2016 and November 8, 2021 (excluding leaves of absence and vacation): «MERGED_WW_CALC»

Estimated Individual Settlement Share Based on Qualifying Workweeks: «MERGED_EstSettAmnt_CALC»

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE DESCRIBE BELOW. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO BE THE CORRECT NUMBER OF WORKWEEKS AND ATTACH ANY SUPPORTING DOCUMENTS.

Corrected Information	
Name	
Mailing Address:	
Number of Qualifying Workweeks Worked for Motel 6 Operating L.P. and/or G6 Hospitality LLC as an exempt hotel general manager between February 14, 2016 and November 8, 2021 (excludes leaves of absence and vacation):	
Number of Qualifying Workweeks Worked for Motel 6 Operating L.P. and/or G6 Hospitality LLC as a non-exempt hotel employee between September 20, 2019 and November 8, 2021 (excludes leaves of absence and vacation):	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Signed on _____, 2022.

(Signature)

YOU MUST INFORM THE CLAIMS ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS. FAILING TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOU FROM RECEIVING YOUR SETTLEMENT SHARE.

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EXHIBIT D

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

SANDRA LOPEZ; MICHAEL BLEVINS;
and FERNANDO GIRON, individuals, on
behalf of the State of California, as
private attorneys general and on
behalf of a class of all similarly
situated,

Plaintiffs,
vs.

MOTEL 6 OPERATING L.P.; G6
HOSPITALITY LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No.: 56-2020-00542312-CU-OE-VTA

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT OF CLASS ACTION
SETTLEMENT**

1 This matter is before the Court on the motion for final approval of a class action
2 settlement (“Settlement”) between individual and representative Plaintiffs Sandra Lopez,
3 Michael Blevins, and Fernando Giron (“Plaintiffs”) and Defendants Motel 6 Operating L.P.
4 and G6 Hospitality LLC (“Defendants”) (collectively the “Parties”), as set forth in the
5 Settlement Agreement (“Agreement”), attached as Exhibit 1, and a good faith determination
6 pursuant to California Code of Civil Procedure section 877.6.

7 By the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action
8 Settlement, Approving Form and Manner of Notice, and Scheduling Final Approval and Fairness
9 Hearing (“Preliminary Approval Order”), the Court: 1) granted preliminary approval of the
10 Settlement; 2) ordered that notice of the Settlement be disseminated to Class Members, as directed
11 therein; and 3) scheduled a final approval and fitness hearing (“Fairness Hearing”) for [DATE].

12 On [DATE], the Parties appeared before the Court for the Fairness Hearing, and an
13 opportunity to be heard was given to all persons requesting to be heard. The Court has
14 reviewed and considered all the pleadings filed in connection with the instant matter and all
15 arguments and evidence presented concerning the Settlement.

16 The matter of the Settlement and proposed Agreement having been duly noticed and
17 fully considered by the Court, **IT IS HEREBY ADJUDGED, ORDERED, AND**
18 **DECREED:**

19 **A. Plaintiffs’ Motion for Final Approval of the Class Action Settlement is**
20 **Granted**

21 1. This Court has jurisdiction over the above-captioned action, Plaintiffs, Class
22 Members, Defendants, and any party to any agreement that is part of or related to the
23 Agreement.

24 2. Capitalized terms used in this Order have the meanings and/or definitions
25 ascribed to them in the Agreement.

26 3. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and Rule 23 of the Federal Rules of Civil Procedure have been satisfied
28 with respect to Class Members and the Settlement.

1 4. The certified Class is defined as follows in the Court's [DATE] Order Granting
2 Certification of the Settlement Class:

- 3 i. all individuals who were employed by Defendants Motel 6 Operating L.P.
4 and/or G6 Hospitality LLC. as an exempt hotel general manager in
5 California from February 14, 2016 through November 8, 2021 (“Exempt
6 Class Period”); and
7 ii. all individuals who were employed by Defendant Motel 6 Operating L.P.
8 and/or G6 Hospitality LLC. as a non-exempt hotel employee in California
9 from September 20, 2019 through November 8, 2021 (“Non-Exempt Class
10 Period”).

11 5. The Court finds and determines that, for settlement purposes and as agreed
12 upon by the Parties and specified in the Court-approved Notice of Class Action Settlement,
13 the Exempt Class Period encompasses the period between February 14, 2016 and November
14 8, 2021, and the Non-Exempt Class Period encompasses the period between September 20,
15 2019 and November 8, 2021.

16 6. The notice mechanisms implemented pursuant to the Agreement and as
17 approved by this Court in the Preliminary Approval Order, were reasonably calculated under
18 the circumstances to apprise Class Members of the pendency of the Action and all material
19 elements of the proposed Settlement, as well as their opportunity to object to or comment on
20 the Settlement and to appear at the Fairness Hearing. The Class Notice was reasonable and
21 provided due, adequate, and sufficient notice to all Class Members and complied fully with
22 the Federal Rules of Civil Procedure, the laws of the State of California, due process, and any
23 other applicable statutes or rules. A full and fair opportunity has been afforded to Class
24 Members to participate in the Fairness Hearing, and all Class Members and other persons
25 wishing to be heard have been heard. [#] Class Members asserted Objections to the
26 Settlement.

27 7. The Court finds that the objections concerning [OBJECTIONS] are meritless.
28 The objections are overruled.

1 8. Accordingly, the Court determines that all members of the Class are bound by
2 this Judgment, Final Order, and Decree. The persons identified in Exhibit 2 attached hereto,
3 however, timely requested exclusion from the Class. Each of these persons is excluded from
4 the Class, meaning they shall not be bound by the terms of the Agreement or by entry of this
5 Judgment and Order.

6 9. The Court hereby grants final approval to the Settlement and finds that it is fair,
7 reasonable, and adequate and in the best interests of the Class.

8 10. The Settlement is entitled to a presumption of reasonableness, as it was
9 negotiated at arms' length by experienced and well-prepared Class Counsel. *7-Eleven Owners*
10 *for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2001).

11 11. Even apart from this presumption, the Court has determined that the Settlement
12 is fair, reasonable, and adequate as measured by the relevant criteria. *See Dunk v. Ford Motor*
13 *Co.*, 48 Cal. App. 4th 1794, 1801 (1996) (listing and applying factors). Prior to entering into
14 the Agreement, Class Counsel, who have extensive experience in class action and wage and
15 hour litigation, conducted reasonable discovery and investigation to assess the extent of
16 Defendants' exposure and liability. Class Counsel were thus well-informed at mediation
17 about the potential risks of continued litigation with respect to potential damages for absent
18 Class Members.

19 12. The case is not yet set for trial, and continued litigation, including any
20 necessary post-trial appeal, presents significant risks to the Class.

21 13. The Court finds that One Million, One Hundred Eighty-Three Thousand, Seven
22 Hundred and Fifty Dollars (\$1,183,750) in cash is fair, reasonable, and adequate given the
23 claims and defenses at issue, the number of Class Members, and the risks of continued
24 litigation.

25 14. In addition, the reaction of Class Members strongly favors approval of the
26 Settlement. The Class consists of 4,573 current and former employees who worked for
27 Defendants in California during the Class Periods. Only [#] Class Members objected to the
28 Settlement.

1 15. The plan for administration of the Settlement, as approved in the Preliminary
2 Approval Order and described in the Class Notice sent to all Class Members, is hereby
3 approved as fair, reasonable, and adequate. Pursuant to the Agreement and Class Notice,
4 funds are to be disbursed from the Settlement Fund as follows:

- 5 i. Attorneys' Fees and Costs shall be paid to Class Counsel in the amount of
6 Three Hundred Ninety-Four Thousand Six Hundred Sixty-Two Dollars and
7 Twenty Five Cents (\$394,662.25), plus Class Counsel's expenses [an
8 amount to be determined by Class Counsel's respective billing statements];
- 9 ii. A Service Award in the amount of Ten Thousand Dollars (\$10,000) each
10 shall be paid to Plaintiffs Sandra Lopez, Michael Blevins, and Fernando
11 Giron;
- 12 iii. An Individual Settlement Share shall be paid to each Participating Class
13 Member in an amount confirmed by the Claims Administrator pursuant to
14 Section VI of the Agreement;
- 15 iv. Any Individual Settlement Share that remains uncashed ninety (90) days
16 after mailing shall be paid to Public Justice in *cy pres*; and
- 17 v. Claims Administration Costs shall be paid to Rust Consulting in the amount
18 of up to \$27,000.

19 16. Based on the foregoing findings, the Agreement is finally approved and made
20 a part of this Judgment as if fully set forth herein and shall have the full force and effect of
21 an Order of this Court. The Parties shall implement the Settlement according to its terms.

22 17. Accordingly, the Court hereby orders and declares (i) the Agreement is binding
23 upon all Parties and Class Members who did not timely exclude themselves from the
24 Settlement ("Participating Class Member"); (ii) the Agreement shall be preclusive in all
25 pending and future lawsuits or other proceedings against Defendant arising from the facts
26 alleged in the Action; and (iii) the Agreement and this Order shall have *res judicata* and
27 preclusive effect in all pending and future lawsuits or other proceedings maintained against
28 Defendants by or on behalf of any Plaintiff or any other Participating Class Member, as well

1 as each of their heirs, executors, administrators, successors and assigns. As of the Effective
2 Date, the Agreement shall be Participating Class Members' exclusive remedy against
3 Defendant for satisfaction of all Released Claims.

4 18. The Court hereby incorporates the release set forth in the Agreement. Thus, the
5 Released Parties are and shall be released and forever discharged from all manner of the
6 Released Claims as defined in the Agreement. Except for enforcing the Agreement, each
7 Releasor hereby covenants and agrees that he or she shall not, hereafter, seek to establish
8 liability against any Released Party based on any Released Claim. Without in any way
9 limiting the definition of Released Parties, Motel 6 Operating L.P. and G6 Hospitality LLC
10 is each expressly a Released Party.

11 19. Nothing in this Order shall be construed to expand Defendant's obligations
12 under the Agreement or impose obligations on Defendants different from than those contained
13 in the Agreement.

14 **B. Reservation of Jurisdiction**

15 21. Without affecting the finality of this Judgment and Final Order, the Parties have
16 submitted to the exclusive and continuing jurisdiction of this Court, and the Court reserves
17 exclusive and continuing jurisdiction over the Settlement, including administration,
18 consummation, and interpretation of the Settlement Agreement. Pursuant to California Rules
19 of Court, rule 3.769(h), the Court expressly retains exclusive and continuing jurisdiction over
20 the Parties to enforce the terms of this judgment.

21 **C. Entry of Final Judgment**

22 22. Pursuant to Code of Civil Procedure sections 578, 579, and 664.6, the Court,
23 in the interests of justice, there being no just reason for delay, directs the Clerk of the Court
24 to enter this Judgment Final and Approval Order and hereby decrees that upon entry it shall
25 be deemed a Final Judgment with respect to all Released Claims asserted by Releasors against
26 the Released Parties.

27 23. The Court directs that the Action be dismissed with prejudice as against
28 Defendant and, except as provided in the Agreement, that an Order and Final Judgment of

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Dismissal be entered as between Plaintiff and Defendant.

IT IS SO ORDERED.

Dated: _____

HON. HENRY J. WALSH
JUDGE OF THE SUPERIOR COURT