

Exhibit A

1 Timothy P. Fox – Cal. Bar No. 157750
2 Sarah M. Morris, *Pro Hac Vice*
3 CIVIL RIGHTS EDUCATION AND
4 ENFORCEMENT CENTER
5 104 Broadway, Suite 400
6 Denver, CO 80203
7 (303) 757-7901
8 tfox@creeclaw.org
9 smorris@creeclaw.org

10 Julia Campins – Cal. Bar No. 238023
11 Hillary Benham-Baker – Cal. Bar No. 265019
12 CAMPINS BENHAM-BAKER, LLP
13 935 Moraga Road, Suite 200
14 Lafayette, CA 94549
15 (415) 373-5333
16 julia@cbbllp.com
17 hillary@cbbllp.com
18 *Attorneys for Plaintiffs and the Proposed Class*

19 Nolan S. Armstrong (State Bar No. 241311)
20 MCNAMARA, NEY, BEATTY, SLATTERY,
21 BORGES & AMBACHER LLP
22 1211 Newell Avenue
23 Walnut Creek, CA 94596
24 (925) 939-5330
25 nolan.armstrong@mcnamaralaw.com
26 *Attorneys for Defendant Ashford Hospitality Trust, Inc.*

Bill Lann Lee – Cal Bar. No. 108452
Julie Wilensky – Cal. Bar No. 271765
LEWIS, FEINBERG, LEE
& JACKSON, P.C.
476 9th Street
Oakland, CA 94607
(510) 839-6824
blee@lewisfeinberg.com
jwilensky@lewisfeinberg.com

Kevin W. Williams, *Pro Hac Vice*
COLORADO CROSS-DISABILITY
COALITION
655 Broadway #775
Denver, CO 80203
(303) 839-1775
kwilliams@ccdconline.org

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

THE CIVIL RIGHTS EDUCATION AND
ENFORCEMENT CENTER, on behalf of
itself, and ANN CUPOLO FREEMAN and
JULIE REISKIN, on behalf of themselves
and a proposed class of similarly situated
persons,

Plaintiffs,

vs.

ASHFORD HOSPITALITY TRUST,
INC.,

Defendant.

Case No. 4:15-cv-00216-DMR

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

1 Civil Rights Education and Enforcement Center (CREEC), on behalf of itself, and Ann
2 Cupolo Freeman and Julie Reiskin, on behalf of a proposed class of similarly situated people
3 (“Plaintiffs”), and Ashford Hospitality Trust, Inc. (“Defendant”), by and through their respective
4 counsel of record, agree to resolve the above-captioned case on a class basis through this
5 Settlement Agreement and Joint Stipulation (“Settlement Agreement”), subject to Court approval.

6 **1. PARTIES**

7 The Parties to the Settlement Agreement are as follows:

- 8 a. “Defendant” means Ashford Hospitality Trust, Inc., including all successors
9 (“Ashford”). Ashford is a publicly traded real estate investment trust incorporated
10 in Maryland, with its principal place of business at 14185 Dallas Parkway, Suite
11 1100, Dallas, Texas.
- 12 b. “Plaintiffs” means Civil Rights Education and Enforcement Center (CREEC), Ann
13 Cupolo Freeman, and Julie Reiskin.
- 14 c. “Named Plaintiffs” or “Class Representatives” means Ann Cupolo Freeman and
15 Julie Reiskin.
- 16 d. “The Class” or “Class Members” means all individuals with disabilities who use
17 wheelchairs or scooters for mobility who, from January 15, 2013 to the date of
18 preliminary approval of the Settlement, have been denied the full and equal
19 enjoyment of transportation services offered to guests at Hotels owned and/or
20 operated by Ashford because of the lack of equivalent accessible transportation
21 services at those Hotels.

22 **2. RECITALS**

- 23 a. As of January 15, 2015, Ashford owned approximately 93 hotels throughout the
24 United States. Many of Ashford’s hotels provide transportation services to guests.
- 25 b. Plaintiffs alleged that Ashford has violated Title III of the Americans with
26 Disabilities Act (“ADA”), Title III of the Americans with Disabilities Act, 42 U.S.C.
27 § 12181, *et seq.* (“ADA”), and the Unruh Civil Rights Act, Cal. Civ. Code § 51, *et*
28 *seq.* (“the Unruh Act”), by failing to provide equivalent accessible transportation to

1 guests who use wheelchairs or scooters.

2 c. Plaintiff Civil Rights Education and Enforcement Center (“CREEC”) is a
3 nationwide civil rights membership organization based in Denver, Colorado whose
4 mission includes, among other purposes, ensuring that persons with disabilities
5 participate in our nation’s civic life without discrimination, including in the
6 opportunity to benefit from the services provided by hotels.

7 d. Plaintiffs Ann Cupolo Freeman and Julie Reiskin are persons with disabilities and
8 members of CREEC who use wheelchairs for mobility. They allege that they were
9 deterred from and denied the full and equal enjoyment of transportation services
10 offered to guests at Hotels owned and/or operated by Ashford because of the lack
11 of equivalent accessible transportation services at those Hotels.

12 e. Plaintiffs filed the above-captioned lawsuit in the United States District Court for
13 the Northern District of California on January 15, 2015 (“the Lawsuit”). The
14 Lawsuit seeks injunctive and declaratory relief.

15 f. On July 1, 2015, the Parties participated in mediation with Ret. Judge James
16 Larson at JAMS in San Francisco. The parties did not reach a resolution of the
17 Lawsuit at the mediation but continued good-faith, arms’ length negotiations over
18 a period of several months with the assistance and consultation of Judge Larson.
19 On September 29, 2015, the Parties reached an agreement intended to be a full and
20 final resolution of the Lawsuit and entered into a Memorandum of Understanding
21 setting forth the material terms of the agreement. This Settlement Agreement
22 further formalizes the Parties’ agreement and supersedes the Memorandum of
23 Understanding.

24 g. Ashford represents that it has the power to comply with the requirements of this
25 Settlement, and that it will not in the future argue that any such requirements are
26 the responsibility of its Subsidiary or Affiliated Entities, as defined below.

27 **3. DEFINITIONS**

28 a. To the extent terms used in the Settlement Agreement are defined in 49 C.F.R.

1 parts 37 and 38, this Settlement Agreement incorporates those definitions.

2 b. A “Subsidiary or Affiliated Entity” means any entity controlled directly or
3 indirectly by Ashford. The term “control,” as used in the immediately preceding
4 sentence, means, with respect to a corporation, the right to the exercise, directly or
5 indirectly, fifty-one percent or more of the voting rights attributable to the shares
6 of the controlled corporation, and, with respect to an entity that is not a
7 corporation, the possession, directly or indirectly, of ownership interest in the
8 controlled entity.

9 c. “EQUIVALENT ACCESSIBLE SERVICES”

10 i. Pursuant to 49 C.F.R. § 37.105, “EQUIVALENT ACCESSIBLE
11 SERVICES” must be equivalent to the service provided to other
12 individuals with respect to the following service characteristics:

13 (a) (1) Schedules/headways (if the system is fixed route);

14 (2) Response time (if the system is demand responsive);

15 (b) Fares;

16 (c) Geographic area of service;

17 (d) Hours and days of service;

18 (e) Availability of information;

19 (f) Reservations capability (if the system is demand responsive);

20 (g) Any constraints on capacity or service availability;

21 (h) Restrictions priorities based on trip purpose (if the system is demand
22 responsive).

23 d. An “Ashford Hotel” or “Hotel” is a hotel in which Ashford or its Subsidiary or
24 Affiliated Entities currently owns a majority equity interest, or in which Ashford
25 or its Subsidiary or Affiliated Entities acquires a majority equity interest during the
26 term of this Agreement.

27 i. A “THIRD PARTY PROVIDER” is an entity that provides transportation
28 services to guests of an Ashford Hotel using vans not leased or owned by

1 that Hotel.

- 2 ii. "DE MINIMIS": Noncompliance with Sections 3.c.i.1.a or 3.c.i.1.b of the
3 EQUIVALENT ACCESSIBLE SERVICES criteria outlined above will be
4 considered de minimis and thus not a violation of the agreement if it occurs
5 infrequently, is temporary, and is not materially longer than the time
6 nondisabled guests are required to wait for transportation services.

7 **4. POST-AGREEMENT INVESTIGATION**

8 a. Within 60 days of the execution of this Settlement, Ashford will provide the
9 following information to Plaintiffs' Counsel:

- 10 i. All Ashford Hotels that provide transportation services to guests;
11 ii. Whether those transportation services are fixed route or demand
12 responsive;
13 iii. Whether transportation services for disabled guests are provided via an
14 accessible van or a THIRD PARTY PROVIDER;
15 iv. For fixed-route systems, the schedule on which the vehicles operate, their
16 hours of operation, and their route(s);
17 v. For demand-responsive systems, their hours of operation, their geographic
18 scope, and the amount of notice non-disabled guests must give to utilize the
19 service; and
20 vi. If applicable, the THIRD PARTY PROVIDER, of the transportation
21 services available to guests with disabilities, complete with specific and
22 accurate contact information; or
23 vii. If applicable, for Hotels that have purportedly accessible vans, Ashford
24 will provide documentation sufficient to demonstrate that these vans meet
25 the accessibility requirements of the ADA. For such Hotels, if they provide
26 fixed-route services, Ashford shall also provide the seating capacity of
27 those vehicles. If an Ashford Hotel has both inaccessible and accessible
28 vans, Ashford need not provide documentation on the inaccessible vans.

- 1 b. Within 30 days of receipt of this information, Plaintiffs will identify to Ashford all
- 2 such THIRD PARTY PROVIDERS that they believe do not meet the criteria in
- 3 the Settlement.
- 4 c. Within 30 days of receipt of this information, Plaintiffs will identify to Ashford all
- 5 such vans that they believe do not meet the criteria in the Settlement.
- 6 d. To the extent disputes arise during this process, the Parties will use the dispute
- 7 resolution process outlined in Section 14 of this Agreement.

8 **5. PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES BY HOTELS**

- 9 a. Provision of Accessible Transportation Services by Third Parties
- 10 i. Where accessible transportation services are provided by THIRD PARTY
- 11 PROVIDERS, each provider must comply with EQUIVALENT
- 12 ACCESSIBLE SERVICES criteria. In addition, each provider must meet
- 13 or exceed the following criteria:
- 14 1. Has sufficient capacity (including vans and drivers) to provide
- 15 transportation services that are equivalent to those provided to
- 16 nondisabled guests.
- 17 a. This criterion is not met by THIRD PARTY PROVIDERS
- 18 who cannot reasonably be expected to provide accessible
- 19 services on the same amount of notice as that required of
- 20 nondisabled guests. This requirement shall be subject to the
- 21 good faith efforts outlined at Section 5.d addressing
- 22 situations in which more than one guest who uses a
- 23 wheelchair or scooter seeks accessible transportation at the
- 24 same time.
- 25 b. This criterion is also not met by THIRD PARTY
- 26 PROVIDERS who cannot reasonably be expected to
- 27 provide accessible services during the same hours as that
- 28 provided to nondisabled guests. This requirement shall be

1 subject to the good faith efforts outlined at Section 5.d
2 addressing situations in which more than one guest who
3 uses a wheelchair or scooter seeks accessible transportation
4 at the same time.

- 5 2. Provides actual drivers, not merely rental of vans.
- 6 3. Provides transportation in lift-equipped vans or buses that meet the
7 accessibility requirements of the ADA.
- 8 4. The DE MINIMIS exception set forth in section 3.d.ii above applies
9 to transportation services provided by THIRD-PARTY
10 PROVIDERS.

11 b. Provision of Accessible Transportation Services by the Hotel

- 12 i. The accessible transportation services will meet EQUIVALENT
13 ACCESSIBLE SERVICES requirements outlined above.
- 14 ii. The transportation must be in lift-equipped vans or buses that meet the
15 accessibility requirements of the ADA.

16 c. Provision of Accurate Information

- 17 i. Hotel employees are expected to give accurate information concerning the
18 availability and characteristics of the accessible transportation (including
19 EQUIVALENT ACCESSIBLE SERVICES) to guests and potential guests.
- 20 ii. Provision by Hotel employees of substantially inaccurate information
21 concerning the availability and characteristics of accessible transportation
22 shall trigger Ashford's obligations under Section 8 of this agreement. For
23 example, if a Hotel employee tells a guest or potential guest that there is no
24 accessible transportation or that the guest will have to pay for that
25 transportation, this will trigger Section 8 of this Agreement, involving
26 Ashford's Continuing Obligations.

27 d. Multiple guests and atypical circumstances: In the event that more than one guest
28 who uses a wheelchair or scooter requests accessible transportation at an Ashford

1 Hotel at the same time, or in the event of atypical circumstances, the Hotel shall
2 make a good faith effort to provide such transportation as promptly as possible.
3 Atypical circumstances include unusually high and temporary demand
4 requirements which limit the ability of a Hotel or third party transportation
5 company to provide services taking into account the particular market location of
6 the Hotel. Whether demand requirements on a particular day and time are
7 unusually high is determined by comparison with demand requirements typically
8 encountered on that day of the week at that time of day. Standard rush-hour
9 demand requirements are not considered atypical.

10 **6. NOTICE TO MANAGEMENT COMPANIES**

- 11 a. Ashford will send notice to all management companies of the Settlement
12 Agreement and the management companies' obligations under the ADA.
13 b. To the extent that the current transportation arrangements at Ashford Hotels do not
14 comply with the Settlement Agreement, Ashford shall notify the management
15 companies in writing.
16 c. Ashford will provide Plaintiffs with copies of all notices and communications
17 required under this Section 6.

18 **7. MONITORING**

- 19 a. A third-party monitor will monitor Ashford Hotels for compliance with the ADA
20 transportation requirements. The parties have agreed upon Progressive
21 Management Resources, Inc. as the third party monitor.
22 b. This monitoring will consist of calls based on a mutually agreed-upon set of
23 criteria to Ashford's Hotels that provide transportation to guests. During years one
24 and two of monitoring, the monitor will call not more than 50% of Ashford's
25 hotels providing guest transportation services every four months to determine
26 whether the Hotel indicates that it has equivalent, accessible transportation. In
27 addition, during the first two years, the monitor will send a tester who uses a
28 wheelchair or scooter to not more than 15% of the Hotels who, during the

1 telephone conversations discussed above, claim to have equivalent accessible
2 transportation to confirm that the Hotel does indeed provide equivalent, accessible
3 transportation. During the third year of monitoring, the monitor will call not more
4 than 50% of Ashford's Hotels subject to continued monitoring under the criteria
5 set forth at Section 7.d below, every six months, to determine whether the Hotel
6 indicates that it has equivalent, accessible transportation. In addition, during the
7 third year of monitoring, the monitor will send a tester who uses a wheelchair or
8 scooter to not more than 15% of the Hotels subject to continued monitoring under
9 Section 7.d, who, during the telephone conversations discussed above, claim to
10 have equivalent, accessible transportation. For any Ashford Hotel offering
11 transportation services via an accessible van, monitoring shall be limited to a
12 single telephonic monitoring call to occur after Ashford has provided information
13 to Plaintiffs' Counsel demonstrating that the van meets ADA accessibility
14 requirements. The monitor will provide Plaintiffs and Ashford with the results of
15 the above monitoring.

- 16 i. This does not preclude Plaintiffs' Counsel from contacting and identifying
17 as noncompliant those THIRD PARTY PROVIDERS stated to be
18 equivalent, which do not meet the transportation provider criteria set forth
19 in this agreement, nor does this preclude Plaintiffs from reporting, in
20 accordance with Section 8, actual violations during any stay or deterred
21 stay at an Ashford hotel which provides transportation services.
- 22 ii. The third-party monitor shall be obligated to use good faith efforts to
23 efficiently administer the monitoring program including, without
24 limitation, scheduling on-site visits sufficiently in advance and at nonpeak
25 times to minimize costs. Nothing in this agreement shall be deemed to
26 require the monitor to provide the Hotels with advance notice of visits or to
27 preclude the monitor from making last minute visits if necessary.
28

1 c. Additionally, the monitor will call any Hotel that, in the previous cycle, failed to
2 provide accurate information or failed to provide EQUIVALENT ACCESSIBLE
3 SERVICES. If there is a second notification, pursuant to Section 8(b), that occurs
4 as a result of this call, then the monitor will visit the Hotel. A visit under this
5 section may occur anytime during the three-year monitoring period.

6 d. During the third year of the monitoring term, the monitoring will address only
7 those Hotels that were identified as noncompliant during the previous two years of
8 monitoring. However, the third year of the monitoring shall not include any Hotel
9 where (1) noncompliance during the first two years of monitoring was limited to
10 the failure in a monitoring call to provide accurate information regarding the
11 availability and characteristics of accessible transportation services offered by the
12 Hotel or (2) Ashford has elected to purchase an accessible van and provided
13 information to Plaintiffs' Counsel demonstrating that the van meets ADA
14 accessibility requirements. If there are multiple monitoring calls in which a Hotel
15 providing guest transportation services fails to provide accurate information
16 regarding the availability and characteristics of accessible transportation services
17 offered by the Hotel, that Hotel shall be included in the third year of monitoring.

18 e. Ashford will provide at least the following information/documentation on an
19 annual basis:

- 20 i. Any Hotel in which it or its Subsidiary or Affiliated Entities has acquired a
21 majority equity interest or sold a majority equity interest during the year;
- 22 ii. Whether any Ashford Hotel has purchased or leased any vehicles with a
23 seating capacity of more than 16 people (including the driver) for use on its
24 transportation systems during the year;
- 25 iii. All Ashford Hotels that provide transportation services to guests;
- 26 iv. Whether those transportation services are fixed route or demand
27 responsive;
- 28

- 1 v. Whether transportation services for disabled guests are provided via an
- 2 accessible van or a THIRD PARTY PROVIDER;
- 3 vi. For fixed-route systems, the schedule on which the vehicles operate, their
- 4 hours of operation, and their route(s);
- 5 vii. For demand-responsive systems, their hours of operation, their geographic
- 6 scope, and the amount of notice non-disabled guests must give to utilize the
- 7 service; and
- 8 viii. If applicable, the THIRD PARTY PROVIDER, of the transportation
- 9 services available to guests with disabilities, complete with specific and
- 10 accurate contact information; or
- 11 ix. If applicable, for Hotels that have purportedly accessible vans, Ashford
- 12 will provide documentation sufficient to demonstrate that these vans meet
- 13 the accessibility requirements of the ADA. For such Hotels, if they provide
- 14 fixed-route services, Ashford shall also provide the seating capacity of
- 15 those vehicles.
- 16 f. Ashford will pay all fees and costs associated with the above monitoring.
- 17 g. CREEC, the Named Plaintiffs, and Plaintiffs' Counsel will not use information
- 18 obtained through the monitoring process for any purpose other those relating to the
- 19 Lawsuit and the Settlement without Ashford's consent. Notwithstanding the
- 20 foregoing, if any Named Plaintiff or class member requests information obtained
- 21 through the monitoring process, Plaintiffs' Counsel will provide the requested
- 22 information to the Named Plaintiff or class member.

23 **8. ASHFORD'S CONTINUING OBLIGATIONS**

- 24 a. To the extent that -- based on the above monitoring or reports from persons who
- 25 use wheelchairs or scooters -- any Hotel providing transportation services has not
- 26 complied with the requirements set forth in this agreement at Section 5 (Provision
- 27 of Accessible Services by Hotels), Ashford will notify the manager of the Hotel in
- 28

1 writing, informing the manager of its obligations under the ADA. The foregoing
2 notice will be provided to Plaintiffs' counsel.

3 b. Upon the second written notice to a particular Hotel providing transportation
4 services, Ashford will notify the General Counsel of the Hotel manager of such
5 second violation and further state that if these obligations are not met, Ashford will
6 either terminate transportation services at that Hotel, or will purchase or lease a lift
7 equipped, accessible van or bus for use at that Hotel. The foregoing notice will be
8 provided to Plaintiffs' counsel.

9 c. Upon any further violation at the Hotel, Ashford will either terminate
10 transportation services at that Hotel, or will purchase or lease a lift equipped,
11 accessible van or bus for use at that Hotel.

12 d. Ashford will request that future management agreements include a requirement
13 that the hotel managers comply with accessible transportation requirements under
14 the ADA.

15 **9. PRELIMINARY APPROVAL, CLASS CERTIFICATION, NOTICE,**
16 **OBJECTIONS, AND FAIRNESS HEARING**

17 a. The Parties will stipulate to certification of a Rule 23(b)(2) class for settlement
18 purposes only.

19 b. The Settlement Class is defined above in Section 1.d.

20 c. The Class Period will be from January 15, 2013 through the date of preliminary
21 approval of the Settlement.

22 d. Plaintiffs will move for preliminary approval of the Settlement by the District
23 Court on or before November 5, 2015, requesting a hearing date of December 10,
24 2015, or as soon afterwards as is convenient for the Court. Plaintiffs will seek to
25 have Ann Cupolo Freeman and Julie Reiskin appointed as Class Representatives.

26 e. The Parties agree to the designation of Plaintiffs' Counsel as Class Counsel.

27 f. Ashford will not oppose the motion for preliminary approval, certification of the
28 Settlement Class, and appointment of Class Counsel.

- 1 g. Plaintiffs will submit with their motion for preliminary approval an agreed-upon
2 notice plan and form of Notice, subject to Court approval. The Notice will inform
3 Class Members of: (1) a general description of the terms of this Agreement; and
4 (2) their right to object to the Agreement. The parties will request that the Court
5 order notice to be issued not more than 10 days after preliminary approval of the
6 Settlement (“Notice Deadline”).
- 7 h. The motion for preliminary approval will propose a schedule for additional
8 deadlines and briefing, including a date for the fairness and final approval hearing
9 90 days after the grant of preliminary approval or as soon afterwards is convenient
10 for the Court, and a deadline for Plaintiffs to file a motion for final approval 35
11 days before the fairness and final approval hearing.
- 12 i. Any Class Member may object to the Agreement by filing, within 60 days after the
13 Notice Deadline set by the Court, written objections with the Clerk of the Court as
14 provided by the Court’s Order of Preliminary Approval of Settlement. Responses
15 by Ashford and Class Counsel to any timely-filed objections shall be made no
16 fewer than five days before the final approval and fairness hearing as provided by
17 the Court’s Order. A Class Member who does not submit an objection in the
18 manner and by the deadline specified above shall be deemed to have waived all
19 objections and shall be foreclosed from making any objection to the Settlement,
20 whether by appeal or otherwise, absent a contrary order of the Court. Class
21 Members who wish to object to Class Counsel’s request for attorneys’ fees and
22 costs may do so by following the same procedure as described above.

23 **10. ADDITIONAL BRIEFING AND FINAL APPROVAL**

- 24 a. On or before the date ordered by the Court, Plaintiffs will file a motion for final
25 approval of the Settlement and a memorandum in support of their motion.
26 Defendant will not oppose the motion.
- 27 b. Not later than five court days before the final approval and fairness hearing, the
28 Parties may file, jointly or separately, a reply in support of the motion for final

1 approval of the Settlement, in the event any opposition to the motion for final
2 approval has been filed. Likewise, Plaintiffs and Class Counsel may file a
3 supplemental memorandum in support of their motion for attorneys' fees and costs
4 reflecting any additional fees and costs incurred after the filing of the motion, or a
5 reply in support of their motion in the event that any opposition to their motion for
6 fees and costs has been filed. Ashford will not oppose this supplemental or reply
7 memorandum.

8 c. At or before the Final Approval Hearing, the parties shall present a Judgment for
9 the Court's entry in accordance with the terms of the Settlement. After entry of the
10 Judgment, the Court will have continuing jurisdiction over the Parties, the
11 Lawsuit, and the Settlement for purposes of enforcing the Settlement and resolving
12 disputes under the Settlement Agreement.

13 d. Among other things, the proposed Judgment shall attach this Agreement to be
14 entered as an order of the Court and shall provide that the Court shall retain
15 jurisdiction during the term of the Settlement Agreement to enforce its provisions
16 and to resolve disputes under the Settlement Agreement.

17 e. Upon filing Plaintiffs' motion for final approval of the Settlement, Plaintiffs shall
18 submit a proposed Order or Orders:

19 i. Approving the Settlement, adjudging the terms thereof to be fair,
20 reasonable, and adequate, and directing consummation of its terms and
21 provisions;

22 ii. Approving Class Counsel's application for an award of attorneys' fees and
23 reimbursement of costs; and

24 iii. Finally certifying the Settlement Class.

25 **11. ATTORNEYS' FEES AND COSTS**

26 a. No later than 30 days after the grant of preliminary approval, Class Counsel will
27 apply to the District Court for an award of reasonable attorneys' fees and
28 reasonable costs up to \$165,000. These fees and costs, subject to Court approval,

1 will be paid by Ashford, and will compensate Class Counsel for work performed
2 in connection with this Lawsuit, as well as work remaining to be performed,
3 including but not limited to securing Court approval of the Settlement, ensuring
4 that the Settlement is implemented, and monitoring and evaluating compliance
5 with the Settlement as set forth above. Ashford will not oppose Class Counsel's
6 motion for attorneys' fees and costs. Except as set forth in Sections 14.c and 14.a
7 addressing the potential award of attorney fees and costs in connection with a
8 motion to enforce the terms of the settlement agreement, the \$165,000 satisfies any
9 obligation Ashford may have to pay attorneys' fees and costs to Class Counsel for
10 work performed and costs incurred after the Final Approval date.

- 11 b. No later than 30 days following the Court's grant of Final Approval of the
12 Settlement, Ashford shall pay the attorneys' fees and costs awarded by the Court
13 to Class Counsel.

14 **12. TERM OF THE AGREEMENT**

- 15 a. The Parties agree that the Term of the Agreement will be three years from the date
16 of the Court's Final Approval of the Settlement.
17 b. Ashford's obligations under this Agreement shall cease immediately for any Hotel
18 when at least a majority interest in the Hotel is sold to an unaffiliated third party.

19 **13. MUTUAL COOPERATION**

- 20 a. The Parties agree to cooperate fully with each other to accomplish the terms of this
21 Settlement, including but not limited to taking such actions as may reasonably be
22 necessary to implement the terms of the Settlement. The Parties shall use their best
23 efforts, including all efforts contemplated by this Settlement and any other efforts
24 that may become necessary by order of the Court, or otherwise, to effectuate the
25 terms of the Settlement.

26 **14. DISPUTE RESOLUTION**

- 27 a. Plaintiffs shall promptly give written notice to counsel for Ashford if any dispute
28 arises under the settlement agreement. The notice will set forth the facts that relate

1 to the dispute. After notice is issued, Plaintiffs and Ashford shall meet and confer
2 in a good faith effort to resolve the dispute. If they are unsuccessful, Plaintiffs and
3 Ashford shall engage in a teleconference mediation of the dispute before any
4 mediator to which they mutually agree at the time. In the absence of mutual
5 agreement, the party against whom the dispute was asserted may select retired
6 Judge James Larson to mediate the dispute. Absent agreement between the parties,
7 there shall be no more than three teleconference mediations per calendar year and
8 one in-person mediation per calendar year, beginning with the date of the Court's
9 Final Approval of the Settlement and concluding upon the termination of this
10 Agreement three years thereafter. Ashford shall pay the mediator's fees. If
11 mediation is unsuccessful, any party may file a motion in district court to enforce
12 the terms of the settlement agreement.

13 b. Before suing any Management Companies for failure to comply with ADA
14 requirements governing provision of accessible transportation services at Ashford
15 Hotels, Plaintiffs will engage in the dispute resolution process outlined in this
16 Section.

17 c. If a motion for enforcement is filed in federal district court, the Court shall award
18 reasonable attorneys' fees and costs incurred in pursuing dispute resolution in
19 accordance with the prevailing party standards of the ADA and *Christiansburg*
20 *Garment Co. v. EEOC*, 434 U.S. 412 (1978).

21 **15. RELEASE**

22 a. Subject to Court approval of the Settlement, Plaintiffs, and their executors, heirs,
23 assigns, successors, agents, and representatives, and the members of the Class, in
24 consideration for the injunctive relief set forth in the Settlement, will release any
25 or all past or present claims as of the date of Preliminary Approval for injunctive
26 or declaratory relief against Ashford or its Subsidiary or Affiliated Entities that are
27 based on the Americans with Disabilities Act, the Unruh Act, or any public
28 accommodation provision of any federal, local, or state statutory, regulatory, or

1 common law concerning the provision of wheelchair-accessible transportation
2 services at Ashford Hotels.

3 b. Subject to Court approval of the Settlement, Named Plaintiffs Ann Cupolo
4 Freeman and Julie Reiskin further agree to release any or all past or present claims
5 as of the date of Preliminary Approval for monetary damages against Ashford or
6 its Subsidiary or Affiliated Entities that are based on the Americans with
7 Disabilities Act, the Unruh Act, or any public accommodation provision of any
8 federal, local, or state statutory, regulatory, or common law concerning the
9 provision of wheelchair-accessible transportation services at Ashford Hotels.

10 c. Notwithstanding the foregoing paragraphs, Plaintiffs and the Class do not release
11 any claims against management companies for Ashford Hotels.

12 **16. CONTINUING JURISDICTION**

13 a. The Settlement Agreement shall be entered as an order of the Court. The Court
14 shall retain jurisdiction during the term of the Settlement Agreement to enforce its
15 provisions and to resolve disputes under the Settlement Agreement.

16 **17. COMMUNICATIONS TO COUNSEL:**

17 All notices or communications required by this Agreement shall be in writing and
18 delivered by e-mail and U.S. mail addressed as follows:

19 To Plaintiffs' Counsel:

20 Timothy P. Fox
21 CIVIL RIGHTS EDUCATION AND ENFORCEMENT CENTER
22 104 Broadway, Suite 400
23 Denver, CO 80203
24 (303) 757-7901
25 tfox@creeclaw.org

26 To Ashford's Counsel:

27 Nolan S. Armstrong
28 MCNAMARA, NEY, BEATTY, SLATTERY,
BORGES & AMBACHER LLP
1211 Newell Avenue
Walnut Creek, CA 94596
nolan.armstrong@mcnamaralaw.com


18. ADDITIONAL AGREEMENTS

- 1 a. The Parties agree that the terms and conditions of this Settlement Agreement are
2 the result of lengthy, intensive, arm's-length negotiations between the Parties, and
3 that this Settlement Agreement shall not be construed in favor of or against any
4 Party by reason of the extent to which any Party or his, her, or its Counsel
5 participated in its drafting. The Parties further agree that Ashford disputes liability
6 for the claimed violations of the Americans with Disabilities Act, the Unruh Act,
7 or any public accommodation provision of any federal, local, or state statutory,
8 regulatory, or common law concerning the provision of wheelchair-accessible
9 transportation services at Ashford Hotels, and that this Settlement Agreement is a
10 compromise and shall not be construed as an admission of liability.
- 11 b. This Settlement Agreement may not be changed, altered, or modified, except in
12 writing and signed by the Parties. All modifications to the Settlement Agreement
13 must be approved by the Court, with the exception of minor changes to the non-
14 substantive provisions that are agreed to in writing by the Parties. This Settlement
15 Agreement may not be discharged except by performance in accordance with its
16 terms or by a writing signed by the Parties.
- 17 c. This Settlement Agreement may be executed in counterparts, and when each Party
18 has signed and delivered at least one such counterpart, each counterpart shall be
19 deemed an original, and, when taken together with other signed counterparts, shall
20 constitute one Settlement Agreement, which shall be binding upon and effective as
21 to all Parties.
- 22 d. This Settlement Agreement contains the entire agreement between the Parties
23 relating to the resolution of the Action. All prior or contemporaneous agreements,
24 understandings, representations, and statements, whether oral or written and
25 whether by a Party or such Party's legal counsel, are merged in this Settlement
26 Agreement. No rights under this Settlement Agreement may be waived except in
27 writing.
- 28

- 1 e. The Parties acknowledge and warrant to each other that they have fully read this
- 2 Agreement, have received legal advice regarding the advisability of entering into
- 3 this Agreement, and fully understand its effect.
- 4 f. By signing this Agreement, the Parties and their counsel certify that the Parties
- 5 signing this Agreement have full authority and ability to enter into this Agreement
- 6 and to perform all obligations required by it.
- 7 g. If any provision or part of this Agreement is at any time held unlawful, or
- 8 inconsistent with applicable law, in whole or in part, under any federal, state,
- 9 county, municipal or other law, ruling, or regulation, then the remaining provisions
- 10 of this Agreement shall remain effective and enforceable.

11
12 EXECUTED ON BEHALF OF PLAINTIFFS:

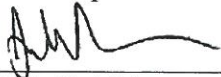
13
14 DATED: October 22, 2015

By: 
 Title: Co-Executive Director
 on behalf of Civil Rights Education and
 Enforcement Center

15
16 DATED: October __, 2015

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Ann Cupolo Freeman

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19 DATED: October 19, 2015


 Julie Reiskin

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21 EXECUTED ON BEHALF OF DEFENDANT:

22
23 DATED: October __, 2015

By: _____
 Title: _____
 on behalf of Ashford Hospitality Trust, Inc.

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EXECUTED ON BEHALF OF PLAINTIFFS:

DATED: October __, 2015

By: _____
Title: _____
on behalf of Civil Rights Education and Enforcement Center

DATED: October 19, 2015


Ann Cupolo Freeman

DATED: October __, 2015

Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: October __, 2015

By: _____
Title: _____
on behalf of Ashford Hospitality Trust, Inc.

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EXECUTED ON BEHALF OF PLAINTIFFS:

DATED: October __, 2015

By: _____
Title: _____
on behalf of Civil Rights Education and Enforcement Center

DATED: October __, 2015

Ann Cupolo Freeman

DATED: October __, 2015

Julie Reiskin

EXECUTED ON BEHALF OF DEFENDANT:

DATED: October 23, 2015

By: Paul Brooks/BW
Title: DAVID BROOKS, COO & GENERAL COUNSEL
on behalf of Ashford Hospitality Trust, Inc.

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APPROVED AS TO FORM AND CONTENT:

DATED: October 20, 2015

CIVIL RIGHTS EDUCATION AND
ENFORCEMENT CENTER



Timothy P. Fox
Counsel for Plaintiffs and the Proposed Class

DATED: October 20, 2015

LEWIS, FEINBERG, LEE & JACKSON, P.C.



Julie Wilensky
Counsel for Plaintiffs and the Proposed Class

DATED: October 20, 2015

CAMPINS BENHAM-BAKER, LLP



Julia Campins
Counsel for Plaintiffs and the Proposed Class

DATED: October 19, 2015

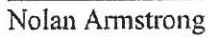
COLORADO CROSS-DISABILITY
COALITION



Kevin Williams
Counsel for Plaintiffs and the Proposed Class

DATED: October __, 2015

McNAMARA, NEY, BEATTY,
SLATTERY, BORGES & AMBACHER LLP



Nolan Armstrong
Counsel for Defendant Ashford Hospitality
Trust, Inc.

