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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 CARINA HO and CHRISTINA MILLS, on
12 behalf of themselves and all others similarly
situated,

13 Plaintiffs,

14 v.

15 THE HERTZ CORPORATION; HERTZ
16 GLOBAL HOLDINGS, INC.; and RENTAL
CAR INTERMEDIATE HOLDINGS, LLC,

17 Defendants.
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Case No. 3:24-cv-01066-MMC

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

INTRODUCTION

Before the Court is Plaintiffs’ motion for final approval of class action settlement. Plaintiffs Carina Ho and Christina Mills (“Plaintiffs”) filed this action against Defendants The Hertz Corporation, Hertz Global Holdings, Inc., and Rental Car Intermediate Holdings, LLC (collectively “Hertz” or “Defendants”) to address Hertz’s allegedly discriminatory policies and practices regarding the installation of Hand Controls in rental vehicles and reservations for such vehicles. Following the completion of full fact discovery, the disclosure of multiple expert reports, multiple settlement conferences with the assistance of Magistrate Judge Joseph C. Spero, as well as many additional exchanges between the Parties, the Parties have reached a proposed class action Settlement Agreement (“Agreement”) (ECF No. 73-5), which Plaintiffs contend is in the best interests of the Settlement Class and satisfies the requirements of Federal Rule of Civil Procedure 23.

On May 1, 2026, this Court (a) conditionally certified the proposed Settlement Class identified in the Agreement; (b) provisionally appointed Plaintiffs as Settlement Class representatives and Disability Rights Advocates (“DRA”) as Class Counsel; (c) preliminarily approved the Agreement; (d) approved the proposed Class Notice, revised as directed by the Court; (e) directed notice to the Settlement Class; and (f) scheduled a Fairness Hearing. (ECF No. 99 (“Prelim. Approval Order”).)

Plaintiffs now ask that the Court enter final judgment and issue an order: (a) granting final approval of the Agreement; (b) certifying the proposed Settlement Class and appointing Plaintiffs and their counsel as representatives of the Settlement Class; and (c) retaining jurisdiction during the term of the Agreement for the purpose of enforcement thereof.

Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, as well as having considered the oral argument made at the hearing held on August 21, 2026, Plaintiffs’ motion for final approval of class action settlement is **GRANTED**.

LEGAL STANDARD

At final approval, the Court “begins with an examination of whether class treatment remains appropriate” to confirm final certification of any class preliminarily certified for settlement. *Rosado v. Ebay Inc.*, No. 5:12-cv-04005-EJD, 2016 WL 3401987, at *2 (N.D. Cal. June 21, 2016). The Court must then “determine[] that notice to the class members was accomplished . . . as approved by the Court

at the preliminary approval stage.” *Cancilla v. Ecolab, Inc.*, No. 12-cv-03001-JD, 2016 WL 54113, at *3 (N.D. Cal. Jan. 5, 2016). Finally, “[h]aving already completed a preliminary examination of the agreement, the court reviews it again, mindful that the law favors the compromise and settlement of class action suits.” *Rosado*, 2016 WL 3401987, at *1. The Court should “reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Officers for Just. v. Civ. Serv. Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Ultimately, “the decision to approve or reject a settlement is committed to the sound discretion of the trial judge because [he/she is] exposed to the litigants and their strategies, positions, and proof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (citation modified).

FINDINGS AND CONCLUSIONS OF LAW

A. The Settlement Class Meets the Certification Requirements.

To support class certification, a court must find each of Rule 23(a)’s four requirements has been satisfied: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997). In addition to these requirements, “parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3).” *Id.* at 614. The applicable provision here is subsection (2), which “permits class actions for declaratory or injunctive relief where ‘the party opposing the class has acted or refused to act on grounds generally applicable to the class.’” *Id.* (quoting Fed. R. Civ. P. 23(b)(2)).

Here, the conditionally certified Settlement Class is defined as: “all potential Hertz Customers with disabilities who need Hand Controls to operate a rental vehicle.” (Agreement § II.) The Court now confirms its previous determination that the Settlement Class meets the requirements of Rule 23(a) and Rule 23(b)(2) (*see* Prelim. Approval Order at 3–7), and the Settlement Class is hereby certified for the purpose of settlement.

Plaintiffs and their counsel have fairly and adequately advanced the interests of the Settlement Class. Plaintiffs Ho and Mills vigorously advanced the interests of the Settlement Class—including by responding to discovery, participating in each mediation and settlement conference, and providing input throughout the Parties’ settlement negotiations—and attest that they will continue to do so. Plaintiffs’

counsel fully vetted the claims in this action and diligently pursued this action on the Settlement Class's behalf. Moreover, they are committed to monitoring implementation of the Agreement throughout its eighteen-month term. Plaintiffs' and their counsel's collective efforts have resulted in an Agreement that will make Defendants' services significantly more accessible to the Settlement Class. Accordingly, Plaintiffs and their counsel are adequate to represent the Settlement Class. The Court hereby appoints Plaintiffs as representatives of the Settlement Class and Plaintiffs' counsel, Disability Rights Advocates, as Class Counsel.

B. Notice was Effected to the Settlement Class as Directed by this Court.

Consistent with this Court's order granting preliminary approval, since May 5, 2026, the approved Notice of Proposed Settlement of Class Action Lawsuit ("Class Notice") (ECF No. 97-1), as well as a copy of this Court's order granting preliminary approval (ECF No. 99), the proposed Class Settlement Agreement (ECF No. 73-5), and the Class Action Complaint (ECF No. 1), have been posted on the website of Plaintiffs' counsel. (ECF No. 110 ("Fisher Final Approval Decl.") ¶ 2.) Plaintiffs' motion for reasonable attorneys' fees and costs (ECF No. 100), was posted to the same page on Plaintiffs' counsel's website on May 29, 2026, when the motion was filed, and has remained available. (Fisher Final Approval Decl. ¶ 4.) A notification of the proposed class settlement with a link to the Class Notice was posted on Plaintiffs' counsel's social media accounts on LinkedIn, Facebook, and Instagram. (ECF No. 102 ("Fisher Class Notice Decl.") ¶¶ 2, 5; Fisher Final Approval Decl. ¶ 3.) Notifications of the proposed class settlement with a link to the Notice were also published in an advertisement associated with the United Spinal Association, in a monthly newsletter of the Muscular Dystrophy Association, and in newsletters distributed by the Paralyzed Veterans of America. (Fisher Class Notice Decl. ¶¶ 6–8.) Plaintiffs have thus distributed notice to the Settlement Class in a manner sufficient "to alert those with adverse viewpoints to investigate and to come forward and be heard," *see Lane v. Facebook, Inc.*, 696 F.3d 811, 826 (9th Cir. 2012) (citation modified), and in a manner and form that meets the requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e).

C. The Agreement is Fair, Reasonable, and Adequate.

In making a final fairness determination, Rule 23 requires courts to consider, in relevant part: (1) whether the class was adequately represented; (2) whether the proposed settlement was negotiated at

arm's length; (3) whether the relief provided for the class is adequate, taking into account the costs, risks, and delay of trial and appeal and the terms of any proposed award of attorneys' fees; and (4) whether the proposal treats class members equitably relative to one another. Fed. R. Civ. P. 23(e)(2). The Ninth Circuit also considers the *Hanlon* factors, *see Lane*, 696 F.3d at 819 (enumerating *Hanlon* factors), which are covered, but not separately enumerated, in the below discussion of the Rule 23 factors. Having considered these factors, and having examined the settlement process for signs of collusion, the Court finds the Agreement is fair, adequate, and reasonable and grants final approval.

1. Plaintiffs and Their Counsel Have Adequately Represented the Settlement Class, and Their Experience and Views Support Approval.

In determining whether a class has been adequately represented, courts consider the same "adequacy of representation" questions that are relevant to class certification. *See In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC, 2019 WL 1411510, at *8 (N.D. Cal. Mar. 28, 2019). "Adequate representation of counsel is generally presumed in the absence of contrary evidence." *Californians for Disability Rights, Inc. v. Ca. Dep't of Transp.*, 249 F.R.D. 334, 349 (N.D. Cal. 2008) (citations omitted).

Here, Plaintiffs and their counsel, who are experienced in disability rights advocacy and class actions, have vigorously prosecuted the action and will continue to do so, and there are no apparent conflicts of interest with other Settlement Class members. Having reviewed the Agreement and all submissions, the Court finds that Plaintiffs and their counsel have adequately represented the Settlement Class and that this factor weighs in favor of final approval. Furthermore, given Plaintiffs' counsel's extensive experience litigating systemic disability access cases and familiarity with the facts and legal issues in this case, the Court finds their recommendation to approve the settlement should be accorded significant weight.

2. The Agreement was Negotiated at Arm's Length.

The Agreement reached by the Parties is the product of over seven months of arm's length negotiations, which were conducted over the course of three settlement conferences before Magistrate Judge Spero, and involved many additional exchanges between the Parties. Moreover, the Parties participated in these conferences only after having completed full fact discovery and disclosed experts

1 who produced competing reports on a key issue in dispute. Thus, the Court finds that the Agreement
2 was negotiated at arm's length.

3 The Court further finds that there is no evidence of collusion or conflicts of interest. The amount
4 of attorneys' fees stipulated as reasonable by the Parties will neither be disproportionate to the value of
5 the Settlement Class's relief nor impact the relief provided to the Settlement Class. Based on Plaintiffs'
6 motion for attorneys' fees and costs, the amount of fees agreed to by the parties represents a significant
7 reduction to plaintiffs' lodestar. Moreover, the Agreement neither creates a settlement fund nor releases
8 Class damages claims, and provides the Settlement Class with injunctive relief only. In light of this
9 context and the excellent relief achieved, this factor weighs in favor of final approval.

10 **3. The Agreement Will Provide Significant Relief to the Settlement Class.**

11 In assessing the adequacy of the relief to the class, the Court must take into account the costs,
12 risks, and delay of trial and appeal and the terms of any proposed award of attorney's fees, including
13 timing of payment. Fed. R. Civ. P. 23(e)(2)(C).¹ In determining whether the Agreement "falls within
14 the range of possible approval," the Court must focus on "substantive fairness and adequacy" and
15 "consider plaintiffs' expected recovery balanced against the value of the settlement offer." *In re*
16 *Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079–80 (N.D. Cal. 2007).

17 The Court finds that the actions required by the Agreement provide a significant benefit to the
18 Settlement Class, including but not limited to expanding Hand Control availability to minivans, as well
19 as extensive revisions to Defendants' reservations systems and policies that will provide benefits that
20 help save Settlement Class members time and money. (See Agreement § III.) Upon implementation,
21 the relief provided for by the Agreement will be available to all Settlement Class members and no
22 processing of Class member claims will be required. Therefore, the Agreement provides substantial
23 relief and reflects an outstanding result for the Settlement Class, and this factor weighs in favor of
24 approval.

25 Further, absent the Agreement, the Parties would have litigated a contested legal issue of first
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27 ¹ The remaining factors under Rule 23(e)(2)(C) regarding distribution of relief to the class and
28 identification of agreements under Rule 23(e)(3) are not relevant in this case.

impression, requiring a fact-intensive analysis and dueling expert reports on this and other issues. Proceeding with the litigation would have been time- and cost-intensive, and, although there was little risk as to maintaining class action status, relief on the merits was not guaranteed. Moreover, there was the possibility of protracted appeals that could potentially result in defeat. In light of this context, the Court finds that all relevant factors weigh in favor of final approval.

4. *The Agreement Treats All Settlement Class Members Equitably.*

The Court finds that all Settlement Class members will benefit equally from Defendants' revised Hand Control policies and procedures and have equal opportunity to avail themselves of the expanded access to minivans, the continued provision of Hand Controls in at least five other vehicle models, and improved reservation and pick up experiences. (See Agreement § III.) Because the Agreement treats all Settlement Class members consistently and equitably, the Court finds that this factor weighs in favor of final approval.

5. *No Objections Were Filed and The Reaction of Settlement Class Members to the Agreement Supports Approval.*

The deadline for Settlement Class members to submit objections to the Agreement was July 15, 2026, and no Class members objected to the Agreement. The absence of a large number of objections to a proposed settlement raises a strong presumption that the terms of the agreement are fair. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (“[L]ow rates of objections...are indicia of the approval of the class.”) (citation modified). In addition, Class Counsel reports receiving supportive feedback hand control users. (Fisher Final Approval Decl. ¶¶ 7–8.) The lack of objections and the positive reaction of Settlement Class members weigh in favor of final approval.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Unless otherwise stated, the terms in this Order have the meaning set forth in the Agreement.

2. The Settlement Class is hereby certified pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2):

1 a) The Court appoints Plaintiffs Carina Ho and Christina Mills as Settlement Class
2 representatives.

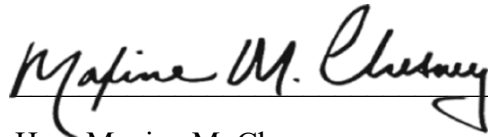
3 b) The Court appoints Disability Rights Advocates, Plaintiffs' attorneys of record, as
4 Class Counsel.

5 3. The Court GRANTS final approval of the Agreement (ECF No. 73-5).

6 4. The Court will retain jurisdiction of this matter during the term of the Agreement for the
7 purpose of enforcement thereof.

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9 **IT IS SO ORDERED.**

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11 Dated: August 21, 2026



12 Hon. Maxine M. Chesney
13 Judge of the United States District Court
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