

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA

3 JACQUELINE GARRETT, ET AL.,

4 Plaintiffs,

5 v.

6 WHC WORLDWIDE, LLC, ET AL.,

7 Defendants.  
8

Case No. 4:25-cv-03904-YGR

**ORDER GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT AND SETTING  
DEADLINES FOR NOTICE, OBJECTION, AND  
FINAL FAIRNESS HEARING**

Dkt. No. 28

9 On March 10, 2026, the Court held a hearing on plaintiffs’ unopposed motion for  
10 provisional certification of a settlement class in this action; preliminary approval of the parties’  
11 proposed settlement; approval of the proposed class notice and distribution plan; appointing class  
12 representatives and class counsel; and setting a date for the hearing on final approval of the  
13 settlement. (Dkt. No. 28.) Amelia Evard and Meredith Weaver of Disability Rights Advocates  
14 appeared for plaintiffs; and Paul Arenas of Marron Lawyers, APC appeared for defendants.

15 Having considered the motion briefing, the arguments of counsel, the relevant law, the  
16 terms of the settlement agreement and the class notice, as well as the record in this case, and based  
17 on the reasons and terms set forth herein, the Court **GRANTS** the parties’ motion for preliminary  
18 approval of class action settlement.

19 **I. BACKGROUND**

20 Plaintiffs filed the putative class action complaint on May 5, 2025 against defendants  
21 WHC Worldwide, LLC and WHC zShuttle, LLC alleging that they discriminate against people  
22 with mobility disabilities by failing to provide wheelchair-accessible vehicles (“WAVs”) for their  
23 airport transportation service called SuperShuttle. (Dkt. No. 1 (“Compl.”) ¶¶ 1–4, 30.) In the  
24 complaint, plaintiffs allege that defendants do not have any working WAVs and do not contract  
25 with any third parties to provide wheelchair-accessible airport transportation services. (*Id.* ¶¶ 27–  
26 29.)

27 Plaintiffs’ complaint alleges claims for violations of Title III of the Americans with  
28 Disabilities Act (“ADA”), 42 U.S.C. § 12181 *et seq.*, and Unruh Civil Rights Act, California Civil

United States District Court  
Northern District of California

1 Code § 51 *et seq.* (*Id.* 75–105.) The complaint seeks an injunction on behalf of the named plaintiffs  
 2 and a proposed nationwide class and California subclass, damages on behalf of the named plaintiffs  
 3 only, and declaratory relief. (*Id.*)

4 The parties reached a settlement prior to class certification with the assistance of a court-  
 5 appointed mediator.

6 **B. Terms of the Settlement Agreement**

7 Under the terms of the settlement agreement, defendants have committed to increasing  
 8 wheelchair users’ access to SuperShuttle by, *inter alia*, expanding the option to book WAVs in  
 9 SuperShuttle’s service areas at all hours in which customers may book non-WAV transportation  
 10 services and at the same costs as non-WAV transportation. (Dkt. No. 28 (“Mtn.”) at 4; Dkt. No. 29,  
 11 Declaration of Meredith J. Weaver (“Weaver Decl.”) ¶ 2, Ex. 1 (“Settlement”).) The Settlement  
 12 further provides that defendants will pay \$6,000.00 to each of three named plaintiffs to settle their  
 13 compensatory damages claims. (Settlement at 6.)

14 **1. Attorneys’ Fees and Costs**

15 Under the Settlement, plaintiffs’ counsel will seek no more than \$122,000.00 in attorneys’  
 16 fees and costs. (*Id.* at 7.) This amount includes \$75,000.00 for fees and costs incurred through  
 17 execution of the Settlement, up to \$35,000.00 for fees and costs incurred between execution of the  
 18 Settlement and final approval by the Court, and a lump sum of \$11,500.00 for fees and costs  
 19 incurred in monitoring implementation of the Settlement. (*Id.*)

20 **2. Class Relief**

21 The Settlement provides for injunctive relief for the proposed Settlement class, as  
 22 summarized below:

23 **First**, within six months of final approval, SuperShuttle will request its affiliates (a) have  
 24 WAV offerings available to serve (i) each of the airports to which shuttle service can be booked on  
 25 the SuperShuttle website and (ii) all service areas in which point-to-point service can be booked on  
 26 the SuperShuttle website; (b) at all hours in which customers may book non-WAV transportation  
 27 service; (c) in service categories for express rides and shared ride shuttles; (d) at the same cost as  
 28 non-WAV transportation service; and (e) with no more than seventy-two hours’ advanced notice.

1 (*Id.* at 3.) SuperShuttle will further require affiliates to make WAVs available according to the above  
2 conditions in order to renew their contracts, unless SuperShuttle has already contracted with an  
3 alternative WAVs provider. (*Id.*) SuperShuttle will advertise the availability of WAVs at least once  
4 per quarter for the Settlement term. (*Id.*)

5 **Second**, SuperShuttle will require its affiliates to maintain WAVs, including all ramps and/or  
6 lift equipment, in working condition and according to the manufacturer’s and dealer’s  
7 recommendations. (*Id.* at 3–4.)

8 **Third**, within four months of final approval, SuperShuttle will request that affiliates require  
9 WAV operators to complete Non-Emergency Medical Transportation Accreditation Commission’s  
10 certification in Advanced Mobility Device Securement or an equivalent training. (*Id.* at 4.)  
11 SuperShuttle will also require affiliates to agree to this condition in order to renew their contracts.  
12 (*Id.*)

13 **Fourth**, within two months of final approval, SuperShuttle will adopt mandatory training for  
14 its customer service representatives regarding (a) the availability of WAVs; (b) how to schedule  
15 WAVs; (c) respectful service to individuals with disabilities; (d) not denying service animals; and (e)  
16 what to do when a WAV has been reserved but is not provided. (*Id.*)

17 **Fifth**, within two months from final approval, SuperShuttle will modify its website and  
18 mobile-based reservation systems to allow customers to book WAV services using the same  
19 methods and with the same convenience as customers who do not require WAVs. (*Id.*) SuperShuttle  
20 will also modify its website to explain its ADA policy and the availability of WAVs. (*Id.* at 5.)

21 **Sixth**, beginning two months after final approval, and on a monthly basis thereafter,  
22 SuperShuttle will provide plaintiffs with a report documenting reservations booked for WAV  
23 SuperShuttle airport transportation and any WAV mechanical issues reported pursuant to the  
24 maintenance policy, including whether any WAVs are out of service and how long the service  
25 interruption is expected to last. (*Id.*) Plaintiffs will then inform SuperShuttle if they determine that  
26 these reports indicate a need for additional WAVs. (*Id.*)

1           ***Seventh***, if a dispute arises concerning implementation of the Settlement, the parties will first  
 2 meet and confer before proceeding to mediation. (*Id.* at 6.) If the dispute remains unresolved  
 3 thereafter, the parties will submit the matter to the Court for binding resolution. (*Id.*)

4           ***Eighth***, affiliates that fail to abide by the agreement modifications pursuant to the Settlement  
 5 will be fined \$500.00 for first failure, \$750.00 for second failure, and \$1,000.00 for all failures  
 6 thereafter through the end of their contract with SuperShuttle, in the form of a donation to an  
 7 accessibility-related charity agreed to by the parties. (*Id.*)

### 8                           **3.       *Named Plaintiffs' Relief***

9           The Settlement provides that defendants will pay each of three named plaintiffs \$6,000.00 in  
 10 exchange for release of their individual damages claims. (*Id.*) Such payments will be made within  
 11 one week from the latter of either (a) final approval of the Settlement or (b) the date named plaintiffs  
 12 provide completed W9 forms. (*Id.*)

### 13                           **4.       *Term of the Settlement and Retention of Jurisdiction***

14           The Settlement provides that it shall remain in effect for twelve months after all affiliate  
 15 agreements are renewed, after which point the parties will jointly move for dismissal of the action  
 16 with prejudice. (*Id.* at 10.) The Settlement further provides that although the parties shall jointly  
 17 request administrative closure of the action within thirty days after the Court's final approval order,  
 18 the undersigned shall retain jurisdiction to enforce the Settlement through the duration of its term.  
 19 (*Id.* at 5, 10.) At the hearing, the parties confirmed that they would not object to any judge in the  
 20 United States District Court for the Northern District of California having jurisdiction to enforce the  
 21 Settlement. Upon reflection, the Court finds the agreed upon procedure to be sufficient.

## 22           **II.       PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

### 23                           **A.       Legal Standard**

24           A court may approve a proposed class action settlement only “after a hearing and only on  
 25 finding that it is fair, reasonable, and adequate,” and that it meets the requirements for class  
 26 certification. Fed. R. Civ. P. 23(e)(2). In reviewing the proposed settlement, a court need not address  
 27 whether the settlement is ideal or the best outcome, but only whether the settlement is fair, free of  
 28 collusion, and consistent with plaintiff's fiduciary obligations to the class. *See Hanlon v. Chrysler*

1 *Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). The *Hanlon* court identified the following factors  
 2 relevant to assessing a settlement proposal: (1) the strength of the plaintiff’s case; (2) the risk,  
 3 expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action  
 4 status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery  
 5 completed and the stage of the proceeding; (6) the experience and views of counsel; (7) the presence  
 6 of a government participant; and (8) the reaction of class members to the proposed settlement. *Id.* at  
 7 1026 (citation omitted); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.  
 8 2004).

9 Settlements that occur before formal class certification also “require a higher standard of  
 10 fairness.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). In reviewing such  
 11 settlements, in addition to considering the above factors, a court also must ensure that “the  
 12 settlement is not the product of collusion among the negotiating parties.” *In re Bluetooth Headset*  
 13 *Prods. Liab. Litig.*, 654 F.3d 935, 946-47 (9th Cir. 2011).

14 **B. Class Definition and Basis for Conditional Certification**

15 The Settlement, attached hereto as **Exhibit A**, defines the class as:

16 all persons who (1) have a mobility disability as the result of which  
 17 they use a wheelchair that requires a WAV; and (2) arranged to use,  
 18 attempted to arrange to use, or were deterred from using the services  
 19 of SuperShuttle to arrange for transportation to and from airports  
 20 and other locations to which SuperShuttle contracts with Affiliates  
 21 to provide such transportation from May 5, 2023 through the  
 22 Effective Date.

23 (“Settlement Class” or “Class”). (Settlement at 2.) The Settlement defines the “Effective Date” as  
 24 “the date on which the Court issues an Order granting Final Approval of the Agreement.” (*Id.* at 1.)

25 The Settlement Class differs from the class alleged in the complaint in three respects. First,  
 26 the Settlement Class is limited in time to those who “arranged to use, attempted to arrange to use, or  
 27 were deterred from using” SuperShuttle from May 5, 2023 through final approval of the Settlement.  
 28 (*See Mtn.* at 4.) Second, the Settlement Class provides specific criteria that allows individuals to  
 ascertain their Class membership, including whether they “arranged to use, attempted to arrange to  
 use, or were deterred from using” SuperShuttle. (*Id.*) Third, the Settlement Class does not define a  
 California subclass, given that the Settlement provides for nationwide relief. (*Id.*)

1 The Court finds that, for purposes of settlement, plaintiffs have satisfied the requirements of  
2 Rule 23(a) as well as the requirements for certification under one or more subsections of Rule 23(b).

3 With respect to numerosity under Rule 23(a)(1), plaintiffs cite statistics from the United  
4 States Department of Transportation indicating that approximately 1.56 million people in the United  
5 States used a motorized wheelchair or scooter in 2022. (*Id.* at 9 (citing NAT’L COUNCIL ON  
6 DISABILITY, GROUND TRANSPORTATION FOR PEOPLE WITH MOBILITY DISABILITIES 2025:  
7 CHALLENGES AND PROGRESS 26 (2025), [https://www.ncd.gov/assets/uploads/reports/2025/ncd-  
8 ground-transportation-mobility-disabilities-2025.pdf](https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-2025.pdf).) Thus, assuming that even a small percentage  
9 of this population qualifies as Class members, the Class is so numerous that joinder of all members  
10 is impracticable.

11 Commonality under Rule 23(a)(2) requires “questions of law or fact common to the class,”  
12 though all questions of fact and law need not be in common. *Hanlon*, 150 F.3d at 1026. The focus of  
13 this action—whether defendants discriminated against people with mobility disabilities who need  
14 wheelchair-accessible transportation—is common to all class members.

15 Rule 23(a)(3) requires that the plaintiff show that “the claims or defenses of the  
16 representative parties are typical of the claims or defenses of the class.” Plaintiffs and members of  
17 the Settlement Class all have mobility disabilities and require WAVs to access defendants’ services,  
18 making plaintiffs’ claims typical of Settlement Class members.

19 With respect to Rule 23(a)(4), the Court finds the representative parties and class counsel  
20 have fairly and adequately represented the interests of the class. No conflicts of interest appear as  
21 between the named plaintiffs and members of the Settlement Class. Proposed class counsel have  
22 diligently prosecuted this case and reached an early resolution that will greatly enhance access to  
23 defendants’ services, and they are committed to monitoring implementation of the Settlement for  
24 years after final approval. As such, proposed class counsel are adequate to represent the Settlement  
25 Class.

26 The Settlement Class further satisfies Rule 23(b)(2) in that plaintiffs seek injunctive relief on  
27 behalf of a broad class of people and seek compensatory relief only as to their individual damages  
28 claims. *See Zinser v. Accufix Rsch. Inst., Inc.*, 253 F.3d 1180, 1195 (9th Cir.), *opinion amended on*

1 *denial of reh'g*, 273 F.3d 1266 (9th Cir. 2001) (“Class certification under Rule 23(b)(2) is  
2 appropriate only where the primary relief sought is declaratory or injunctive.”).

3 Based on the foregoing, the proposed class is conditionally certified pursuant to Rule  
4 23(c).

5 **C. Settlement Agreement Appears Fair and Reasonable**

6 The Settlement is granted preliminary approval pursuant to Rule 23(e)(2). Based upon the  
7 information before the Court, the Settlement falls within the range of possible approval as fair,  
8 adequate and reasonable, and there is a sufficient basis for notifying the Class and for setting a  
9 fairness and final approval hearing.

10 As to the *Hanlon* factors, the Court finds that they indicate the Settlement here is fair and  
11 reasonable. The relief provided by the Settlement will swiftly resolve the alleged Class-wide  
12 discrimination by providing interim relief within months of final approval and ongoing monitoring  
13 and training after SuperShuttle’s affiliate contracts are renewed. Absent the Settlement, plaintiffs  
14 urge that the parties would have needed to engage in fact-intensive discovery and motion practice  
15 to resolve whether defendants are entities engaged in the business of transporting people.  
16 Proceeding to trial would have been time- and cost-intensive; relief was not guaranteed; and there  
17 was the possibility of protracted appeals. Even if plaintiffs prevailed, it is unlikely that the Court  
18 would have ordered greater relief than what is provided in the Settlement. Counsel for both parties  
19 are highly experienced. The record does not indicate collusion or self-dealing. *See In re Bluetooth*,  
20 654 F.3d at 946-47.

21 The Settlement appears to have been the product of arm’s length and informed negotiations,  
22 which included mediation before a court-appointed mediator. The relief provided for the Class  
23 appears to be adequate, taking into account:

- 24 (i) the costs, risks, and delay of trial and appeal;  
25 (ii) the effectiveness of any proposed method of distributing relief to the class;  
26 (iii) the terms of any proposed award of attorneys’ fees, including timing of payment;<sup>1</sup> and

27 \_\_\_\_\_  
28 <sup>1</sup> As set forth above, the Settlement provides that plaintiffs will move for an award of attorneys’ fees and costs of no more than \$122,000.00. Although the Court ordinarily does not

1 (iv) any agreements required to be identified under Rule 23(e)(3).

2 Moreover, the Settlement appears to treat Class members equitably relative to each other  
3 because all Class members will benefit from defendants' revised policies and procedures for  
4 making WAVs available. Importantly, while the Settlement releases all Class members' claims for  
5 declaratory and injunctive relief in addition to the named plaintiffs' claims for compensatory  
6 damages, the Settlement *does not* release any claims by unnamed Settlement Class members for  
7 compensatory damages.

8 Based on the foregoing, the Court conditionally certifies the Class and provisionally  
9 appoints Disability Rights Advocates as Class counsel ("Class Counsel") and plaintiffs Jacqueline  
10 Garrett, Dorene Giacomini, and Kathi Pugh as class representatives.

### 11 **III. PLAN OF NOTICE, ALLOCATION, AND ADMINISTRATION**

#### 12 **A. Notice Plan**

13 A court must "direct notice [of a proposed class settlement] in a reasonable manner to all  
14 class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "The class must be  
15 notified of a proposed settlement in a manner that does not systematically leave any group without  
16 notice[.]" *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982). Adequate  
17 notice requires: (a) the best notice practicable; (b) reasonably calculated, under the circumstances, to  
18 apprise the Class members of the proposed settlement and of their right to object or to exclude  
19 themselves as provided in the settlement agreement; (c) reasonable and constitute due, adequate, and  
20 sufficient notice to all persons entitled to receive notice; and (d) meet all applicable requirements of  
21 due process and any other applicable requirements under federal law. *Phillips Petroleum Co. v.*  
22 *Shutts*, 472 U.S. 797, 812 (1985). Due process requires "notice reasonably calculated, under all the  
23 circumstances, to apprise interested parties of the pendency of the action and afford them an  
24 opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306,

25  
26 \_\_\_\_\_  
27 preliminarily approve such "clear sailing" provisions, the Court finds that the fees provision here  
28 does not indicate collusion because (a) the parties did not negotiate it until after all injunctive  
relief issues were resolved and (b) the maximum amount plaintiffs will request reflects a discount  
of 11.8 percent of plaintiffs' fees and costs incurred *to date*. See Mtn. at 18; Weaver Decl. ¶¶ 11  
(Ex. 3), 12, 16.

1 314 (1950).

2 The parties' proposed plan to post notice of the Settlement on Class Counsel's and  
3 SuperShuttle's websites appears to be constitutionally sound in that plaintiffs have made a  
4 sufficient showing that it is: (a) the best notice practicable; (b) reasonably calculated, under the  
5 circumstances, to apprise the Class members of the proposed settlement and of their right to object  
6 or to exclude themselves as provided in the settlement agreement; (c) reasonable and constitute  
7 due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) meets all  
8 applicable requirements of due process and any other applicable requirements under federal law.  
9 Plaintiffs note that this method of notice is consistent with Class Counsel's prior class outreach.  
10 (Mtn. at 22.)

11 The Court approves form of the Notice of Proposed Class Action Settlement attached as  
12 **Exhibit B** to this Order, which Class Counsel and SuperShuttle shall post on their respective  
13 websites by no later than March 17, 2026. Taken together, this notice is sufficient to inform Class  
14 members of the terms of the Settlement, their rights under the Settlement, their rights to object to  
15 or comment on the Settlement, the process for doing so, and the date and location of the fairness  
16 and final approval hearing. The form of plan of notice is therefore **APPROVED**.

17 Plaintiffs shall post a copy of their preliminary approval motion on Class Counsel's  
18 website concurrently with the approved form of notice. Plaintiffs shall also post a copy of their  
19 final approval motion and motion for attorneys' fees and costs on Class Counsel's website  
20 immediately after filing both motions.

21 **B. Objections**

22 Any Settlement Class member shall have the right to object to the Settlement by  
23 submitting a letter to the Court in person, by mail, or electronically and stating whether they  
24 intend to appear at the fairness hearing, as set forth in the Class notice, no later than April 21,  
25 2026. Failure to submit a timely written objection will preclude consideration of the Class  
26 member's later objection at the time of the fairness hearing. Although the Court typically provides  
27 for a longer objection period, here the schedule is condensed in light of the nature of the relief.  
28

**C. Attorneys' Fees and Costs**

Plaintiffs and their counsel shall file their motion for attorneys' fees and costs no later than May 5, 2026. Settlement Class members *will not* have opportunity to object to the motion for attorneys' fees and costs but may object to the fees and costs provision of the Settlement by filing a written objection with the Court by no later than April 21, 2026. Although the Court typically provides Class members with opportunity to object to any motion for attorneys' fees and costs, that is not necessary here because Class members will have opportunity to object to the fees and costs provision in the Settlement and in light of the modest maximum award that plaintiffs have agreed to seek.

**D. Fairness and Final Approval Hearing**

All briefs, memoranda and papers in support of final approval of the Settlement shall be filed no later than May 5, 2026.

The Court will conduct a fairness and final approval hearing on Tuesday, May 26, 2026, at 2:00 p.m., to determine whether the Settlement should be granted final approval as fair, reasonable, and adequate as to the Class. The Court will hear all evidence and argument necessary to evaluate the Settlement and will consider Class Counsel's motion for attorneys' fees and costs.

Class members may appear, by counsel or on their own behalf, to be heard in support of or opposition to the Settlement by filing a notice of intention to appear no later than May 12, 2026.

The Court reserves the right to continue the date of the final approval hearing without further notice to Class members.

The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

Summary of Key Dates	
Event	Date
Parties to provide notice to the Class	March 17, 2026
Postmark deadline to submit objection	April 21, 2026
Class Counsel to file their motion for fees and costs	May 5, 2026
Motion for final approval to be filed by	May 5, 2026
Class counsel to submit supplemental statements regarding status of objections	May 5, 2026
Fairness and final approval hearing	May 26, 2026

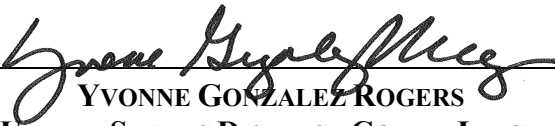
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	NOTE: Subject to change without further notice to the Class.
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**IT IS SO ORDERED.**

This terminates Docket No. 28.

Dated: March 12, 2026

  
 YVONNE GONZALEZ ROGERS  
 UNITED STATES DISTRICT COURT JUDGE

United States District Court  
Northern District of California