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12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**
14 **OAKLAND DIVISION**

15 JACQUELINE GARRETT, KATHI PUGH,
and DORENE GIACOPINI, and others
16 similarly situated ,

17 Plaintiff,

18 v.

19 WHC Worldwide, LLC and WHC zShuttle,
20 LLC,

21 Defendant.

Case No. 25-cv-03904-YGR

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Judge: Hon. Yvonne Gonzalez Rogers
Date: March 10, 2026
Time: 2:00pm
Crtrm.: 1

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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD: PLEASE TAKE NOTICE that on March 10, 2026 at 2:00 p.m., in the Courtroom of the Honorable Yvonne Gonzalez Rogers of the United States District Court for the Northern District of California, located at 1301 Clay Street, Oakland, California, Plaintiffs Jacqueline Garrett, Kathi Pugh, and Dorene Giacopini will and hereby do move the Court, in accordance with Federal Rule of Civil Procedure 23, for an Order: (a) granting preliminary approval of the proposed class action settlement (the “Agreement”) entered into between the parties (filed concurrently herewith as Exhibit 1 to the Declaration of Meredith J. Weaver (“Weaver Decl.”)); (b) certifying the proposed Settlement Class and appointing Plaintiffs and their counsel as representatives of the Settlement Class; (c) approving the parties’ proposed form of notice and distribution plan, as set forth in the Agreement, and directing that notice be disseminated pursuant to such plan; and (d) setting deadlines for notice, objections, and a final fairness hearing as set forth below. Plaintiffs’ motion is based on this notice of motion and motion; the accompanying memorandum of points and authorities; the accompanying declarations of Meredith Weaver, Jacqueline Garrett (“Garrett Decl.”), Kathi Pugh (“Pugh Decl.”), and Dorene Giacopini (“Giacopini Decl.”) and any exhibits thereto; any argument of counsel; all papers and records on file in this case; and such other matters as the Court may consider.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Jacqueline Garrett, Kathi Pugh, and Dorene Giacopini (“Plaintiffs”) seek preliminary approval of a proposed class action settlement agreement (the “Agreement”) that will ensure all SuperShuttle customers who use a wheelchair that requires a wheelchair-accessible vehicle (“WAV”)¹ for transportation have access to SuperShuttle’s services with the same convenience as customers who do not require a WAV. In this Agreement, Defendants WHC Worldwide, LLC and WHC zShuttle, LLC, which uses the trade name SuperShuttle, (collectively “Defendants” or “SuperShuttle”) have committed,

¹ Per the Agreement, WAV is defined as “a vehicle that is readily accessible to and usable by individuals who use wheelchairs and includes a manual override for any powered lift equipment.” Agreement § II.

1 *inter alia*, to increasing wheelchair users' access to SuperShuttle's services by expanding the option to
2 book WAVs in SuperShuttle's service areas at all hours in which customers may book non-WAV
3 transportation service, and at the same costs as non-WAV transportation.

4 SuperShuttle arranges for ground transportation through contracted affiliates in service areas
5 across the United States. While SuperShuttle primarily provides access to transportation to and from
6 airports, its services also cover other ground transportation within its service areas. Such transportation
7 can be booked on SuperShuttle's website. Pursuant to the Agreement, upon renewal of affiliate contract
8 agreements, SuperShuttle will require its affiliates to (a) have WAV offerings available to serve each of
9 the airports and service areas to which service can be booked on the SuperShuttle website; (b) at all
10 hours in which customers may book non-WAV transportation service; (c) in service categories for
11 express rides and shared ride shuttles; (d) at the same cost as non-WAV transportation service; and
12 (e) with no more than 72 hours' advanced notice. SuperShuttle will also take interim steps to provide
13 WAV offerings prior to contract renewal. Furthermore, the Agreement includes provisions regarding
14 WAV maintenance, training for WAV operators and SuperShuttle customer service representatives,
15 modifications to SuperShuttle's web and mobile-based reservation systems, and mechanisms for
16 monitoring implementation and dispute resolution to ensure that SuperShuttle complies with its
17 obligations throughout the term of the Agreement.

18 Balanced against the cost, delay, and risks of further litigation, the relief provided by the
19 Agreement is fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23(e)
20 and satisfies all of the criteria for preliminary approval. Accordingly, Plaintiffs respectfully request that
21 the Court: (a) preliminarily approve the Agreement; (b) certify the proposed Settlement Class and
22 appoint Plaintiffs Garrett, Pugh, and Giacopini as Settlement Class Representatives and Plaintiffs'
23 attorneys as Class Counsel; (c) approve the proposed class notice and distribution plan; and (d) set
24 deadlines for notice, objections, and a final fairness hearing as set forth below.

25 **II. BACKGROUND**

26 Plaintiffs are people with disabilities that impact their mobility. Garrett Decl. ¶ 3; Pugh Decl. ¶ 3;
27 and Giacopini Decl. ¶ 3. Each uses a motorized wheelchair for mobility and requires a WAV with a
28 ramp or lift for transportation. Garret Decl. ¶ 3; Pugh Decl. ¶ 3; Giacopini Decl. ¶ 3. Each travels often

1 and would use SuperShuttle for airport transportation but for the unavailability of wheelchair-accessible
 2 vehicles. Garret Decl. ¶ 5; Pugh Decl. ¶ 5; Giacomini Decl. ¶ 5. Prior to filing suit, Plaintiffs tried to
 3 reserve wheelchair-accessible airport shuttle rides from SuperShuttle on multiple occasions, and were
 4 told by the company’s representatives that it did not have wheelchair-accessible vehicles. Garret Decl.
 5 ¶ 4; Pugh Decl. ¶ 4; Giacomini Decl. ¶ 4. After multiple stymied attempts to book transportation with
 6 SuperShuttle, Plaintiffs were and continue to be deterred from doing so. *See* Garret Decl. ¶ 5; *see* Pugh
 7 Decl. ¶ 5; *see* Giacomini Decl. ¶ 5.

8 In April 2025, Plaintiffs sent a letter to SuperShuttle to try to resolve their claims without
 9 litigation. Weaver Decl. ¶ 3. Defendants did not respond to this letter, and thus Plaintiffs were left with
 10 no choice but to file suit, which they did on May 5, 2025. Weaver Decl. ¶ 4; Dkt. No. 1 (“Complaint”).
 11 Defendants filed an Answer on August 6, 2025. Dkt. No. 17. Pursuant to this District’s General Order
 12 56, the Parties held a mediation session on December 9, 2025, after which they reached agreement on all
 13 terms. Dkt. No. 26; Dkt. No. 27. The Parties executed the final Agreement on January 16, 2026. *See*
 14 Weaver Decl. Ex. 1 (Agreement).

15 **III. SUMMARY OF PROPOSED SETTLEMENT**

16 The Agreement, attached in full as Exhibit 1 to the Declaration of Meredith J. Weaver filed
 17 herewith, includes the following negotiated terms:

18 **A. The Settlement Class**

19 As set forth in the Agreement, the Settlement Class is defined as: “all persons who (1) have a
 20 mobility disability as the result of which they use a wheelchair that requires a WAV; and (2) arranged to
 21 use, attempted to arrange to use, or were deterred from using the services of SuperShuttle to arrange for
 22 transportation to and from airports and other locations to which SuperShuttle contracts with Affiliates²
 23 to provide such transportation from May 5, 2023 through the Effective Date.” Agreement § II.

24 This differs from the class definition proposed in the Complaint, which proposed a definition of:
 25 “all potential SuperShuttle customers who have mobility disabilities, use wheelchairs or other mobility
 26 devices, and have been excluded from SuperShuttle’s airport transportation services due to the lack of
 27 _____

28 ² Unless otherwise noted, capitalized terms are defined in the Agreement. *See* Agreement § II.

1 wheelchair-accessible vehicles,” and an additional subclass defined as, “all potential SuperShuttle
2 customers who have mobility disabilities, use wheelchairs or other mobility devices, and have been
3 excluded from SuperShuttle’s airport transportation services in California due to the lack of wheelchair-
4 accessible vehicles.” Complaint ¶¶ 60, 64. The changes to the Settlement Class definition are
5 appropriate because they narrow the scope of the class by identifying the particular time period during
6 which a Settlement Class member arranged to use, attempted to arrange to use, or was deterred from
7 using SuperShuttle. Agreement § II. The Settlement Class definition also offers greater specificity that
8 allows a class member to ascertain whether they are a member of the class; rather than “potential
9 SuperShuttle customers,” Settlement Class members can identify whether they are a covered person who
10 “arranged to use, attempted to arrange to use, or [was] deterred from using the services of SuperShuttle.”
11 *Id.* The Agreement additionally does not include any subclass, as such a subclass is not necessary based
12 on the application of the same injunctive and declaratory relief and release of claims to all members of
13 the proposed class.

14 **B. Injunctive Relief**

15 **1. Provision and Maintenance of WAVs**

16 Within six months of final approval, SuperShuttle will request its Affiliates (a) have WAV
17 offerings available to serve (i) each of the airports to which shuttle service can be booked on the
18 SuperShuttle website and (ii) all service areas in which point-to-point service can be booked on the
19 SuperShuttle website; (b) at all hours in which customers may book non-WAV transportation service;
20 (c) in service categories for express rides and shared ride shuttles; (d) at the same cost as non-WAV
21 transportation service; and (e) with no more than 72 hours’ advanced notice. Agreement § III(A)(1).
22 Upon renewal of Affiliates’ contract agreements, SuperShuttle will require these things of Affiliates. *Id.*
23 § III(A)(2). Affiliates that decline these terms will be declined renewal unless SuperShuttle has already
24 contracted with an alternative provider in that market to have WAV offerings available. *Id.* The renewal
25 agreements will make these terms material to the agreements and any breach of these terms can result in
26 termination of the renewal agreement. *Id.*

27 SuperShuttle will require its Affiliates to maintain wheelchair accessible vehicles, including all
28 ramps and/or lift equipment, in working condition and according to the manufacturer’s and dealer’s

1 recommendations. Agreement § III(B). If an Affiliate’s WAV is out of service, it will notify
2 SuperShuttle and provide an expected duration of service interruption. *Id.*

3 The value of the injunctive relief provided by the Agreement for Plaintiffs and Settlement Class
4 members is difficult to quantify, but is significant. When Plaintiff Garrett was unable to book airport
5 shuttles through SuperShuttle for her travel, she instead had to coordinate with a paid attendant to take
6 her to and from the airport. Complaint ¶ 41. Ms. Garrett pays an hourly fee to the attendant, and
7 estimates that she pays for three hours of time for each trip to or from the airport for the attendant to
8 drive Plaintiff Garrett’s own wheelchair-accessible vehicle. Complaint ¶ 41. Similarly, when Plaintiff
9 Giacopini has been unable to book transportation with SuperShuttle, her other options are the more
10 expensive alternatives of paying an attendant to drive her in her own wheelchair-accessible vehicle to
11 and from the airport terminal, or paying to park her vehicle in long-term airport parking. Complaint
12 ¶¶ 21-23. Furthermore, while Plaintiffs do not know how much SuperShuttle will be spending to
13 implement the Agreement, achieving the relief in the Agreement will surely require investment by
14 SuperShuttle. Weaver Decl. ¶ 9.

15 **2. Training Requirements**

16 Within four months of final approval, SuperShuttle will request that Affiliates require WAV
17 Operators to complete Non-Emergency Medical Transportation Accreditation Commission ®
18 (NEMTAC)’s certification in Advanced Mobility Device Securement™ (AMDS) or an equivalent
19 training. Agreement § III(C)(1). Upon contract renewal, SuperShuttle will incorporate this requirement
20 in Affiliate contracts. *Id.* § III(C)(2). SuperShuttle will require that Affiliates notify it of any training
21 being used as an “equivalent” and, in turn, will notify Plaintiffs of such training. *Id.*

22 Within two months of final approval, SuperShuttle will adopt mandatory training for its
23 Customer Service Representatives regarding (a) the availability of WAVs; (b) how to schedule WAVs;
24 (c) respectful service to individuals with disabilities; (d) not denying service animals; and (e) what to do
25 when a WAV has been reserved but is not provided. *Id.* § III(D). This training will be provided to all
26 current Customer Service Representatives within 45 days of approval, to all new hires within two weeks
27 of hire, and on an annual basis thereafter. *Id.*

1 **3. Modification of Website**

2 SuperShuttle will modify its web and mobile-based reservation systems to allow customers to
3 book WAV service using the same methods and with the same convenience as customers who do not
4 require WAV service. Agreement § III(E)(1). SuperShuttle will also modify its ADA webpage and any
5 webpages that explain specific ride choices or offerings to add information to such pages indicating the
6 availability of WAVs with lifts and ramps. *Id.* § III(E)(2).

7 **4. Reporting and Monitoring**

8 Beginning two months after final approval, and on a monthly basis thereafter, SuperShuttle will
9 provide Plaintiffs a report documenting reservations booked for WAV SuperShuttle airport
10 transportation and any WAV mechanical issues reported pursuant to the maintenance policy, including
11 whether any WAVs are out of service and how long the service interruption is expected to last.
12 Agreement § IV. The Agreement also provides for a meet and confer process should Plaintiffs determine
13 that these reports indicate a need for additional WAVs in order to meet demand or modifications to the
14 maintenance policy. *Id.*

15 **5. Dispute Resolution**

16 The Parties have agreed that the Court will retain jurisdiction to enforce the Agreement.
17 Agreement § V. If a dispute arises concerning implementation of the Agreement, the Parties will first
18 meet and confer regarding the substance of the dispute and any potential resolution before proceeding to
19 mediation with a mutually agreeable neutral third-party mediator. *Id.* § V(A)-(B). If the Parties'
20 mediation efforts are unsuccessful, the Parties agree to submit any remaining disputes for binding
21 resolution by the District Court under the Court's continuing jurisdiction over this case. *Id.* § V(C).

22 **C. Release of Class Claims**

23 In exchange for the injunctive relief proposed in the Agreement, Plaintiffs and the Settlement
24 Class will release Defendants, including each entity's present and former parent companies, subsidiaries
25 (including subsidiary Affiliates), shareholders, officers, directors, employees, members, agents,
26 representatives, attorneys, insurers, successors and assigns of Defendants from any claims for injunctive
27 or declaratory relief that were brought or could have been brought against the released parties based on
28 the identical factual predicate as that alleged in the Action whether asserted or assertable prior to final

1 approval of the Agreement.³ Agreement § II, VIII(B). The released parties do not include Affiliates that
 2 are not subsidiaries of Defendants. *Id.*

3 The claims to be released under the Agreement are broader than the claims alleged in the
 4 Complaint. The Complaint alleged claims under Title III of the ADA and California Civil Code section
 5 51, *et seq.* The release applies to those claims, and additionally releases claims for injunctive and
 6 declaratory relief under other state anti-disability discrimination laws. This is appropriate because the
 7 settlement will provide nationwide injunctive relief.

8 **D. Class Action Fairness Act Compliance**

9 Within 10 days of Plaintiffs' filing of this Motion for Preliminary Approval, Defendants will
 10 effectuate all necessary notifications pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b). No
 11 other notices to government entities are required.

12 **E. Class Counsel's Attorneys' Fees, Expenses, and Costs**

13 The Agreement includes payment of reasonable attorneys' fees and costs to Plaintiffs' attorneys
 14 for litigating the case. Agreement § VI(C). Subject to final approval, Defendants agree to pay Plaintiffs'
 15 counsel \$75,000 in fees and costs incurred through execution of the Agreement, up to \$35,500 for
 16 attorneys' fees and costs incurred between execution and Final Approval by the Court, and a lump-sum
 17 payment of \$11,500 for attorneys' fees and costs incurred in monitoring implementation of the
 18 Agreement. *Id.* Thus the maximum amount of fees and costs that Plaintiffs will seek to be awarded in
 19 this matter will be \$122,000.

20 **IV. ARGUMENT**

21 Settlement approval involves "a two-step process" in which the Court "first determines whether
 22 class action settlement deserves preliminary approval and then, after notice is given to class members,
 23 whether final approval is warranted." *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1121-22
 24 (N.D. Cal. 2016). Preliminary approval requires two elements: First, the court must determine that the

25
 26 ³ Plaintiffs Garrett, Pugh, and Giacomini further release their individual claims for compensatory relief
 27 in exchange for monetary payments of \$6,000 each, however the unnamed members of the Settlement
 28 Class *do not* release any claims for compensatory relief. Agreement §§ VI(B), VIII(B) & Appendix D at
 3, 5 (Class Notice).

1 settlement class meets the requirements for class certification, if the class has not yet been certified,
2 under Federal Rules of Civil Procedure 23(a) and (b), and second, the court must determine that the
3 settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2); *Hanlon v. Chrysler Corp.*, 150 F.3d
4 1011, 1026 (9th Cir. 1998), *overruled on other grounds by Wal-Mart, Inc. v. Dukes*, 564 U.S. 338
5 (2011). In this case, both elements are met.

6 **A. The Settlement Class Merits Class Certification**

7 In accordance with Federal Rule of Civil Procedure 23(a), class certification is proper if: (1) the
8 class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact
9 common to the class, (3) the claims or defenses of the representative parties are typical of the claims or
10 defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of
11 the class. In addition, the proposed class must be certifiable under one of the three sub-provisions of Rule
12 23(b). Here, the parties seek certification under Rule 23(b)(2), pursuant to which class certification is
13 proper if “the party opposing the class has acted or refused to act on grounds that apply generally to the
14 class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class
15 as a whole.” The proposed Settlement Class meets the requirements of Rules 23(a) and (b)(2) and should
16 be certified. Defendants stipulate to certification of the proposed class for purposes of settlement.
17 Agreement § VII(A).
18

19 **1. The Requirements of Rule 23(a) Are Met**

20 Each of Rule 23(a)’s four requirements for class certification is satisfied for purposes of the
21 proposed Agreement and Settlement Class.
22

23 **(a) The Settlement Class is Sufficiently Numerous**

24 Numerosity demands that a class be large enough that joinder of all members would be
25 impracticable. Fed. R. Civ. P. 23(a)(1); *Hanlon*, 150 F.3d at 1019. In this district, courts have routinely
26 found that at least forty class members is sufficient to meet the numerosity requirement. *Rannis v.*
27 *Recchia*, 380 Fed. Appx. 646, 651 (9th Cir. 2010); *Villalpando v. Exel Direct Inc.*, 303 F.R.D. 588, 605-
28 06 (N.D. Cal. 2014); *see also West v. Cal. Servs. Bureau, Inc.*, 323 F.R.D. 295, 303 (N.D. Cal. 2017)

1 (“A class or subclass with more than 40 members ‘raises a presumption of impracticability [of
 2 joinder]’”) (alteration in original) (quoting *Hernandez v. Cnty. of Monterey*, 305 F.R.D. 132, 152-53
 3 (N.D. Cal. 2015)). While Plaintiffs are unable to state the precise number of potential members in the
 4 proposed Settlement Class, based on a recent report published by the National Council on Disability
 5 relying on data from the U.S. Department of Transportation’s National Household Travel Survey,
 6 approximately 1.56 million Americans used a motorized wheelchair or scooter in 2022.⁴ Thus, even if
 7 only a small portion of this total population would be members of the Settlement Class, the Class would
 8 still meet the forty-person threshold. Such evidence is sufficient to establish numerosity. *See*
 9 *Californians for Disability Rights, Inc. v. Cal. Dep’t of Transp.*, 249 F.R.D. 334, 347 (N.D. Cal. 2008)
 10 (noting that courts “regularly rely” on statistical data to establish numerosity); *The C.R. Educ. & Enf’t*
 11 *Ctr. v. RLJ Lodging Tr.*, No. 15-CV-0224-YGR, 2016 WL 314400, at *6 (N.D. Cal. Jan. 25, 2016)
 12 (Gonzalez Rogers, J.) (same). Thus, the numerosity requirement of Rule 23(a) is satisfied.

13 **(b) There are Questions of Law and Fact Common to the Class**

14 The commonality prerequisite concerns the existence of questions of law and/or fact common to
 15 the class and is “construed permissively.” *Hanlon*, 150 F.3d at 1019. To meet the requirement, at least
 16 one common contention must be capable of class-wide resolution. *Wal-Mart*, 564 U.S. at 350. “[T]he
 17 key inquiry is not whether the plaintiffs have raised common questions, . . . but rather, whether class
 18 treatment will ‘generate common *answers* apt to drive the resolution of the litigation.’” *Abdullah v. U.S.*
 19 *Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Wal-Mart*, 564 U.S. at 350). Plaintiffs’
 20 claims set forth in the Complaint raise several common issues of law and fact, including but not limited
 21 to:

22 1. Whether Defendants discriminated against Plaintiffs and other people with disabilities
 23 who need wheelchair-accessible transportation, in violation of Title III of the Americans with
 24 Disabilities Act (“ADA”), 42 U.S.C. § 12181, *et seq.* and California Civil Code section 51, *et seq.*, by

26 ⁴ NAT’L COUNCIL ON DISABILITY, GROUND TRANSPORTATION FOR PEOPLE WITH MOBILITY DISABILITIES
 27 2025: CHALLENGES AND PROGRESS 26 (2025), [https://www.ncd.gov/assets/uploads/reports/2025/ncd-](https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-2025.pdf)
 28 [ground-transportation-mobility-disabilities-2025.pdf](https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-2025.pdf) (of the 17.7 million Americans who reported a
 travel-limiting disability, 8.8% used a motorized scooter or wheelchair).

1 failing to provide full and equal enjoyment of SuperShuttle’s transportation services.

2 2. Whether Defendants failed to maintain in operative condition those features of vehicles
3 that are required to make the vehicles readily accessible to and usable by individuals with disabilities,
4 including lifts and other means of access to vehicles and securement devices; and promptly repair
5 damaged or out of order accessibility features.

6 3. Whether Defendants failed to reasonably modify their policies and procedures to provide
7 Plaintiffs and other people with mobility disabilities necessary wheelchair-accessible transportation.

8 4. Whether Defendants constitute entities that are primarily engaged in the business of
9 transporting people.

10 These common questions of law and fact rely on common contentions that are not affected by the
11 circumstances of any individual class member. Such questions are therefore capable of generating
12 common answers and thus are appropriate for class-wide resolution. *Wal-Mart*, 564 U.S. at 350. The
13 Court should therefore find that the proposed Settlement Class satisfies Rule 23(a)’s commonality
14 requirement.

15 **(c) Plaintiffs’ Claims are Typical of the Class**

16 The typicality prerequisite is met if Plaintiffs’ claims “are reasonably co-extensive with those of
17 absent class members; they need not be substantially identical.” *Hanlon*, 150 F.3d at 1020. Like all
18 members of the Settlement Class, Plaintiffs each have a mobility disability that necessitates use of a
19 WAV and allege that they are denied access to SuperShuttle’s transportation services due to
20 SuperShuttle’s lack of wheelchair accessible vehicles. Plaintiffs also seek (and have achieved in the
21 proposed Agreement) injunctive relief to address these violations on behalf of all Settlement Class
22 members through the provision of WAVs in all service areas and related maintenance and training.
23 Where plaintiffs allege the same harm, rely on the same legal theories, and seek the same declaratory
24 and injunctive relief as all members of the class, typicality is met. *See Armstrong v. Davis*, 275 F.3d 849,
25 868-69 (9th Cir. 2001), *overruled on other grounds by Johnson v. California*, 543 U.S. 499 (2005); *see*
26 *also Parsons v. Ryan*, 754 F.3d 657, 685-86 (9th Cir. 2014).

27 The Court should thus find that the proposed Settlement Class satisfies Rule 23(a)’s typicality
28 requirement.

1 **(d) Plaintiffs Are Adequate Class Representatives**

2 The adequacy prerequisite requires that the “representative parties will fairly and adequately
3 protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Proposed class representatives may not have
4 conflicts of interest with the class and must vigorously prosecute the action on behalf of the class.
5 *Hanlon*, 150 F.3d at 1020. Here, Plaintiffs’ interests are aligned with the proposed Settlement Class. The
6 harm Plaintiffs allege and the injunctive relief they request is generalizable to the entire Settlement
7 Class. Plaintiffs are committed to improving access for people with mobility disabilities, have acted
8 vigorously to pursue injunctive relief on behalf of the entire Settlement Class, and will monitor
9 implementation of the Agreement if it is approved. Garret Decl. ¶¶ 7-9; Pugh Decl. ¶¶ 7-9; Giacopini
10 Decl. ¶¶ 7-9. They are not aware of any conflicts of interest that would affect their ability to fairly and
11 adequately protect the interests of the Settlement Class. Garret Decl. ¶ 11; Pugh Decl. ¶ 11; Giacopini
12 Decl. ¶ 11. Thus, Plaintiffs are adequate to represent the class.

13 **2. Plaintiffs’ Counsel Are Adequate to Represent the Class and Satisfy the**
14 **Requirements of Rule 23(g)**

15 Pursuant to Federal Rule of Civil Procedure 23(g)(1)(A), the court must assess four factors in
16 appointing class counsel: “(i) the work counsel has done in identifying or investigating potential claims
17 in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types
18 of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources
19 that counsel will commit to representing the class.” Here, all four factors weigh in favor of appointing
20 Disability Rights Advocates (“DRA”) as class counsel.

21 First, the work performed by DRA has resulted in a complete understanding of the class claims
22 resolved by the Agreement. DRA thoroughly investigated the case by speaking to members of the
23 proposed class who complained of a lack of wheelchair accessibility, investigating Defendants’ business
24 model and services, performing legal research to develop the case theory, and reviewing information and
25 documents provided by Defendants during the settlement negotiation and mediation process. Weaver
26 Decl. ¶¶ 6, 8.

27 Second, DRA has extensive experience in handling class actions and complex litigation
28 generally, and systemic disability access cases specifically—having been appointed as Class Counsel in

1 numerous cases protecting and advancing the rights of persons with disabilities to full and equal access
2 to both public and private spaces. *See* Weaver Decl. ¶ 27.

3 Third, proposed Class Counsel is highly knowledgeable regarding disability access laws. They
4 have years of experience litigating under federal and state disability access laws, including prosecuting
5 claims against private entities pursuant to Title III of the ADA. *See* Weaver Decl. ¶¶ 26-28.

6 Fourth, proposed Class Counsel has committed significant resources to this matter. Weaver Decl.
7 ¶¶ 6-8. Over the past year, DRA has pursued this action vigorously on behalf of the Settlement Class
8 without any compensation. *Id.* ¶ 19. The dedication of those resources has produced an Agreement that
9 will greatly enhance access to SuperShuttle’s services for people with mobility disabilities who need
10 WAVs. *Id.* ¶ 66. Proposed Class Counsel is also committed to monitoring implementation of the
11 settlement of this action through the duration of the Agreement. *See id.* ¶ 70.

12 Finally, proposed Class Counsel has no conflicts of interest with the Settlement Class that affect
13 their ability to fairly and adequately represent the Class. Weaver Decl. ¶ 29. The Court should therefore
14 find that Plaintiffs’ counsel are adequate to represent the Settlement Class, satisfy the requirements of
15 Rule 23(g), and that Rule 23(a)(4)’s adequacy requirement is met.

16 3. The Requirements of Rule 23(b)(2) Are Satisfied

17 Certification is appropriate under Rule 23(b)(2) where the defendant “has acted or refused to act
18 on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory
19 relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). “[T]he primary role of this
20 provision has always been the certification of civil rights class actions.” *Parsons*, 754 F.3d at 686; *see*
21 *also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997). Under Rule 23(b)(2), “it is sufficient if
22 class members complain of a pattern or practice that is generally applicable to the class.” *Walters v.*
23 *Reno*, 145 F. 3d 1032, 1047 (9th Cir. 1998). The requirements are “almost automatically satisfied in
24 actions primarily seeking injunctive relief.” *Neal v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994).

25 The claims here are precisely the type that Rule 23(b)(2) was intended to cover: Plaintiffs seek
26 broad injunctive relief—availability of WAVs wherever SuperShuttle operates, improvements in
27 Defendants’ reservation system to reflect that availability, and training of WAV Operators and Customer
28 Service Representatives—on behalf of a large class of all people who have a mobility disability as the

1 result of which they use a wheelchair that requires a WAV, and arranged to use, attempted to arrange to
2 use, or were deterred from using the services of SuperShuttle to arrange for transportation to and from
3 airports and other locations from May 5, 2023 through Final Approval. All proposed Settlement Class
4 members are being denied access due to the same alleged deficiencies in Defendants' policies and
5 practices. Additionally, the Settlement Class seeks only injunctive relief to address the alleged barriers,
6 and does not seek any damages on behalf of the Settlement Class nor release any such claims.

7 In sum, the Settlement Class satisfies Rule 23 and should be certified. Plaintiffs should also be
8 appointed as representatives of the Settlement Class, and Plaintiffs' counsel should be appointed
9 Settlement Class Counsel pursuant to Rule 23(g).

10 **B. The Settlement Agreement is Fair, Reasonable, and Adequate, and Should be**
11 **Approved**

12 Under Federal Rule of Civil Procedure 23(e), a court must determine whether a proposed class
13 action settlement is "fair, reasonable, and adequate" and whether to give class members notice of the
14 proposed settlement and an opportunity to voice approval or disapproval. *See Staton v. Boeing Co.*, 327
15 F.3d 938, 952 (9th Cir. 2003); *Hanlon*, 150 F.3d at 1026-27. At this stage, the parties must "show that
16 the court will likely be able to" approve their proposed settlement under the Rule 23(e)(2) factors. Fed.
17 R. Civ. P. 23(e)(1)(B). Rule 23(e)(2) requires courts to examine whether: (1) the class representatives
18 and class counsel have adequately represented the class; (2) the proposal was negotiated at arm's length;
19 (3) the relief provided for the class is adequate; and (4) the proposal treats class members equitably
20 relative to each other. In addition, the Ninth Circuit uses the following factors for preliminary approval,
21 several of which overlap with Rule 23(e)(2):

22 (1) [T]he strength of the plaintiff's case; (2) the risk, expense, complexity, and likely
23 duration of further litigation; (3) the risk of maintaining class action status
24 throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery
25 completed and the stage of the proceedings; (6) the experience and views of
26 counsel; (7) the presence of a governmental participant; and (8) the reaction of the
27 class members of the proposed settlement.

28 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

The proposed Agreement satisfies each of the Rule 23(e)(2) and Ninth Circuit factors, such that
notice should be provided to the Settlement Class in advance of the Final Approval Hearing.

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

3 The first factor assesses whether “the class representatives and class counsel have adequately
 4 represented the class.” Fed. R. Civ. P. 23(e)(2)(A). As discussed above in Sections IV(A)(1)(d) and
 5 IV(A)(2), Plaintiffs and proposed Class Counsel are adequate representatives because they have no
 6 conflicts of interest with the Settlement Class and have vigorously advanced the interests of the
 7 Settlement Class and secured a settlement that will result in expanded access to WAVs for SuperShuttle
 8 customers with disabilities who use a wheelchair that requires a WAV. Accordingly, this factor weighs
 9 in favor of preliminary approval.

10 Moreover, “[g]reat weight’ is accorded to the recommendation of counsel, who are most closely
 11 acquainted with the facts of the underlying litigation.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,
 12 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal citation omitted). “[P]arties represented by competent
 13 counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected
 14 outcome in litigation.” *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009) (internal
 15 citation omitted). Plaintiffs’ counsel have extensive experience litigating systemic disability access cases
 16 and brought this experience to bear negotiating the Agreement, which they believe is fair, adequate, and
 17 reasonable. *See Weaver Decl.* ¶ 64. This Agreement will make Defendants’ services significantly more
 18 accessible to people with disabilities who use a wheelchair that requires a WAV by, among other things,
 19 expanding the availability of WAV transportation with SuperShuttle; updating the information on
 20 SuperShuttle’s website and app to make information about accessibility and the availability of WAVs
 21 clear; and ensuring that customer service representatives are trained about the availability of WAVs and
 22 about disability etiquette. *See Agreement* § III. Accordingly, the Court can confidently follow counsel’s
 23 recommendation to approve the settlement.

24 **2. The Settlement Agreement was Negotiated At Arm’s Length**

25 The second factor assesses whether the proposed settlement was negotiated at arm’s length. Fed.
 26 R. Civ. P. 23(e)(2)(B). Here, the negotiations were adversarial and at arm’s length at all times. The
 27 Agreement was negotiated over the course of approximately eight months, including an in-person, full-
 28 day mediation with the assistance of a mediator appointed by the Court’s ADR Program as well as

1 subsequent exchanges between the parties directly and via the mediator. Weaver Decl. ¶ 7. Furthermore,
2 both parties requested and received information from the other side during these negotiations. *Id.* ¶ 8.
3 These circumstances demonstrate that the Agreement was achieved with full information and without
4 haste. *See Hanlon*, 150 F.3d at 1027 (“There is no evidence to suggest that the settlement was negotiated
5 in haste or in the absence of information illuminating the value of plaintiffs’ claims.”).

6 Moreover, the Agreement withstands the heightened level of scrutiny applicable to pre-
7 certification class actions, which are examined for “evidence of collusion or other conflicts of interest.”
8 *Bluetooth*, 654 F.3d at 946. The Ninth Circuit has identified three “subtle signs” that may indicate
9 collusion:

- 10 (1) when counsel receive a disproportionate distribution of the settlement, or when
- 11 the class receives no monetary distribution but class counsel are amply rewarded;
- 12 (2) when the parties negotiate a clear sailing arrangement providing for the payment
- 13 of attorneys’ fees separate and apart from class funds . . . ; and (3) when the parties

14 *Id.* at 947 (internal quotation marks and citations omitted). However, despite the presence of *Bluetooth*
15 indicia, where “the fee award is clearly reasonable as viewed through the appropriate application of
16 either the lodestar or percentage-of-recovery methods, the chance of collusion narrows to a slim
17 possibility.” *Laguna v. Coverall N. Am., Inc.*, 753 F.3d 918, 925 (9th Cir. 2014), *vacated as moot after*
18 *appeal dismissed*. Moreover, “it is sufficient that a district court recognizes and balances potentially
19 collusive provisions . . . against the other terms of the settlement agreement.” *Id.* “It is the settlement
20 taken as a whole, rather than the individual component parts, that must be examined for overall
21 fairness.” *Hanlon*, 150 F.3d at 1026.

22 Here, the Agreement neither creates a settlement fund, nor releases class damages claims. The
23 Agreement provides the class with injunctive relief only, albeit substantial. Accordingly, proposed Class
24 Counsel will not receive an amount disproportionate to the value of the Settlement Class’s relief and the
25 amount of attorneys’ fees awarded will not impact the relief provided to the Settlement Class. The first
26 and third *Bluetooth* indicia are not applicable to the present matter.

27 The second *Bluetooth* indicia—a “clear sailing” provision—is present in the Agreement.
28 Although Defendants have agreed to pay up to \$122,000 to resolve Plaintiffs’ claim for reasonable

1 attorneys' fees and costs, there is nothing collusive about this arrangement. First, the parties did not
 2 negotiate attorneys' fees and costs until after all injunctive relief issues had been resolved. Weaver Decl.
 3 ¶ 12. Thus, there was no opportunity for proposed Class Counsel to "pursu[e] their self-interest to the
 4 detriment of the class's interests." *Laguna*, 753 F.3d at 925. Second, the amount of agreed-upon
 5 attorneys' fees and costs are amply justified under the lodestar method, and supported by detailed,
 6 contemporaneous billing records documenting the work performed by proposed Class Counsel on behalf
 7 of the Class. *See* § IV(B)(3), *infra*. Finally, the Agreement represents an outstanding result for the
 8 Settlement Class, including extensive injunctive relief that will expand access to SuperShuttle's services
 9 for motorized wheelchair users nationwide. When the clear sailing provision is viewed within the
 10 context of the Agreement as a whole, it is obvious that this provision is not collusive. The substantial
 11 benefits of the Agreement demonstrate that the interests of proposed Class Counsel did not "infect the
 12 negotiations." *Bluetooth*, 654 F.3d at 947.

13 3. The Settlement Agreement Represents an Outstanding Result for the 14 Settlement Class

15 The third factor assesses whether

16 the relief provided for the class is adequate, taking into account: (i) the costs, risks,
 17 and delay of trial and appeal; (ii) the effectiveness of any proposed method of
 18 distributing relief to the class, including the method of processing class-member
 claims; (iii) the terms of any proposed award of attorney's fees, including timing of
 payment; and (iv) any agreement required to be identified under Rule 23(e)(3).

19 Fed. R. Civ. P. 23(e)(2)(C). "In determining whether the Settlement Agreement 'falls within the range of
 20 possible approval,' the Court must focus on 'substantive fairness and adequacy' and 'consider
 21 [P]laintiffs' expected recovery balanced against the value of the settlement offer.'" *Uschold v. NSMG*
 22 *Shared Servs., LLC*, 333 F.R.D. 157, 171 (N.D. Cal. 2019) (quoting *In re Tableware Antitrust Litig.*, 484
 23 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007)).

24 The Agreement provides significant benefits to Settlement Class members. Under it, Defendants
 25 will require, upon contract renewal, that Affiliates have WAV offerings available to serve all airports
 26 and service areas in which service can be booked on the SuperShuttle website; at all hours in which
 27 customers may book non-WAV transportation service; in service categories for express rides and shared
 28 ride shuttles; at the same cost as non-WAV transportation service; and with no more than 72 hours'

1 advanced notice. Agreement § III(A)(1)-(2). Furthermore, per the Agreement, SuperShuttle will require
2 Affiliates to maintain WAVs in working condition and train WAV operators regarding mobility device
3 securement and respectful service to individuals with disabilities. *Id.* § III(B)-(C). SuperShuttle will also
4 make sure that its customer service representatives receive training regarding the availability of WAVs
5 and respectful service. *Id.* § III(D). SuperShuttle will modify its web and mobile-based reservation
6 systems to allow customers to book WAV service using the same methods and with the same
7 convenience as customers who do not require WAV service. *Id.* § III(E)(1). The changes required by the
8 Agreement are sufficient to resolve the discrimination experienced by Settlement Class members who
9 were previously unable to access SuperShuttle’s services due to the lack of wheelchair-accessible
10 vehicles. *Cf.* Garret Decl. ¶ 4-5; Pugh Decl. ¶ 4-5; Giacomini Decl. ¶ 4-5. This is an excellent result for
11 the Settlement Class, and it is unlikely that a court would order greater relief. The Agreement provides
12 Plaintiffs and the Settlement Class full relief for the class’s claims.

13 The adequacy of the relief obtained through settlement is further supported by the potential costs,
14 risks, and delay of trial and appeal. Litigation and trial of this matter would require the expenditure of
15 significant resources by the Parties and the Court, including time and costs spent on fact and expert
16 discovery; analysis of data; depositions of Class Members, SuperShuttle employees, and experts; and
17 motion practice. Weaver Decl. ¶ 67. Although Plaintiffs believe they would eventually prevail, full
18 litigation of the matter would likely mean delaying the implementation of a remedy by several years. On
19 the other hand, settling now will give Settlement Class members certainty and access to booking
20 transportation with SuperShuttle at the soonest available time (with the soonest deadlines occurring
21 merely two months after final approval), along with robust enforcement and monitoring provisions. *See*
22 Agreement §§ III(A)(1), IV, V. Should Class Counsel identify issues with Defendants’ compliance with
23 the Agreement, the Parties will first attempt to resolve those issues before seeking assistance from the
24 Court. *See* Agreement § V.

25 The method of providing relief to the Settlement Class is also fair, reasonable, and adequate. As
26 discussed above, the Agreement provides consistent injunctive relief which applies to all SuperShuttle
27 customers who use a motorized wheelchair that requires a WAV. Further, all Settlement Class members
28 will have the opportunity to benefit from training provided to SuperShuttle Customer Service

1 Representatives and Affiliates’ WAV Operators, policy revisions to ensure fulfillment of WAV
 2 reservations, and transparent information on SuperShuttle’s website about WAV availability. Agreement
 3 § III(C)-(D). When a settlement agreement provides uniform injunctive relief, as is the case here,
 4 preliminary approval is warranted. *See Cmty. Res. for Indep. Living v. Mobility Works of Cal., LLC*,
 5 No. 18-CV-06012-JSW, 2020 WL 10505224, at *3 (N.D. Cal. Mar. 6, 2020).

6 Finally, the Parties’ agreement regarding attorneys’ fees supports adequacy. The statutes at issue
 7 in this action allow prevailing plaintiffs to recover their reasonable fees and costs. *See* 42 U.S.C.
 8 § 12205; Cal. Civ. Code § 52(a). In the context of a class settlement, “courts have an independent
 9 obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have
 10 already agreed to an amount.”⁵ *Bluetooth*, 654 F.3d at 941. Subject to this Court’s approval, the Parties
 11 have stipulated to the reasonableness of an award of \$75,000 in attorneys’ fees, expenses, and costs to
 12 achieve settlement execution, up to \$35,500 for attorneys’ fees, expenses, and costs through Final
 13 Approval, and a lump sum of \$11,500 for attorneys’ fees and costs incurred by Plaintiffs’ Counsel in
 14 monitoring implementation of the Agreement. Agreement § VI(C). These amounts were negotiated after
 15 all substantive settlement terms pertaining to injunctive relief had been resolved. Weaver Decl. ¶ 12. The
 16 maximum stipulated award of \$122,000 is notably less than the fees and costs incurred by DRA to date.
 17 *Id.* ¶ 16. In fact, the full award would reflect a discount of 11.8% on Plaintiffs’ attorneys’ fees and costs
 18 incurred to-date, and therefore weighs in favor of approval. *Id.*

19 Plaintiffs’ Counsel’s lodestar, calculated by multiplying the number of hours they reasonably
 20 expended on the litigation by their reasonable hourly rate, is the presumptively reasonable attorneys’ fee
 21 for settlement purposes. *See Bluetooth*, 654 F.3d at 941. Moreover, “lawyers are not likely to spend
 22 unnecessary time on contingency fee cases”—such as this one—“in the hope of inflating their fees”;
 23 thus, “[b]y and large, the court should defer to the winning lawyer’s professional judgment as to how
 24 much time he was required to spend on the case.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112

25 _____
 26 ⁵ While such awards are not formally approved until the final approval hearing, class counsel must
 27 “include information about the fees and costs . . . they intend to request[and] their lodestar calculation
 28 (including total hours) . . . in the motion for preliminary approval.” U.S. DIST. CT. N. DIST. OF CAL.,
Procedural Guidance for Class Action Settlements ¶ 6 (Sept. 5, 2024), <https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements>.

1 (9th Cir. 2008).

2 Plaintiffs' Counsel devoted a total of 216.8 hours to this action through December 9, 2025 when
 3 Plaintiffs made their original demand for fees. Weaver Decl. ¶ 12, Ex. 3 at 1 (DRA Billing Summary).
 4 In the interest of settlement, Plaintiffs wrote off a significant amount of this time—77.5 hours, or over
 5 35% of all hours billed—meaning that they only sought compensation for 139.3 hours of work. *Id.*
 6 Based on 2025 rates for Plaintiffs' Counsel,⁶ this amounted to a lodestar of \$89,712. *Id.* Plaintiffs also
 7 requested \$778.46 in reasonable costs and expenses incurred through December 9, 2025. Weaver Decl.
 8 ¶ 12, Ex. 3 at 1.

9 The agreed upon fees and costs through execution (\$75,000) thus represent a significant
 10 reduction (about 17%) to Plaintiffs' lodestar and costs through mediation. In addition, that lodestar did
 11 not include the 35.7 hours of the necessary work Plaintiffs performed from December 9, 2025 through
 12 execution of the Agreement on January 16, 2026, which amounts to \$20,934 at 2025 rates. *Id.* Ex. 3 at 2.
 13 However, Plaintiffs are willing to agree to such a discount in the interest of bringing this case to a close.

14 Furthermore, since execution of the Agreement, Plaintiffs have expended over thirty-nine hours
 15 in furtherance of achieving approval of this Agreement, which amounts to over \$26,850 in fees at
 16 Plaintiffs' counsel's 2026 rates. Weaver Decl. Ex. 3 at 2. Plaintiffs expect to expend at least thirty
 17 additional hours to complete notice, prepare briefing in support of final approval, prepare briefing in
 18 support of Plaintiffs' fee and cost award, and appear at necessary hearings associated therewith. *Id.* ¶ 15.
 19 Based on these projections, at staff attorney Amelia Evard's 2026 billing rate, proposed Class Counsel
 20 will incur additional fees of approximately \$18,600, for a total of over \$45,000 in fees from execution
 21 through final approval. *Id.* Thus, an award of \$35,500 is expected to be reasonable.

22 Finally, Plaintiffs will monitor implementation of this Agreement, including review of reports
 23 and conferring with Defendants, until all Affiliate contracts have been renewed to include the required
 24 provisions and for a period of one year thereafter. Agreement §§ IV, VIII(A). Plaintiffs expect the Term
 25 to continue for a period of at least five years, and expect to spend at least five hours per year monitoring
 26

27 _____
 28 ⁶ Plaintiffs' Counsel's rates are regularly approved in the Northern District of California. Weaver Decl.
 ¶ 24.

1 implementation. Weaver Decl. ¶ 17. Based on these projections, at staff attorney Amelia Evard’s 2026
 2 billing rate, proposed Class Counsel will incur monitoring fees of approximately \$15,500. *Id.* A lump-
 3 sum award of monitoring fees in the amount of \$11,500 is less than 75% of proposed Class Counsel’s
 4 projected fees and is reasonable.

5 Where, as here, Plaintiffs have achieved an excellent result on behalf of the proposed Settlement
 6 Class—as discussed above—that fact weighs heavily in favor of finding that their fee award is
 7 reasonable. *See Hensley v. Eckerhart*, 461 U.S. 424, 435-36 (1983) (“Where a plaintiff has obtained
 8 excellent results, his attorney should recover a fully compensatory fee. . . . [T]he most critical factor [to
 9 the reasonableness of an attorney fee award] is the degree of success obtained.”); *see also Vizcaino v.*
 10 *Microsoft Corp.*, 142 F. Supp. 2d 1299, 1303 (W.D. Wash. 2001) (finding attorneys’ fees reasonable
 11 where “Class Counsel achieved exceptional results for the class”), *aff’d*, 290 F.3d 1043 (9th Cir. 2002).
 12 Thus, the Court should find that the terms of the Parties’ proposed fee award weigh in favor of approval.

13 **4. The Settlement Agreement Treats Class Members Equitably Relative to** 14 **Each Other**

15 The Agreement does not provide preferential treatment to any subset of the Settlement Class. All
 16 Settlement Class members will benefit equally from Defendants’ revised policies and procedures for
 17 customers reserving transportation via a WAV, and better customer service experiences when seeking
 18 assistance with such reservations. Moreover, the Agreement guarantees that upon renewal of Affiliate
 19 agreements, SuperShuttle will require that Affiliates or an alternative provider in that market have WAV
 20 offerings available to serve each of the airports and service areas to which transportation service can be
 21 booked on the SuperShuttle website, at all hours in which customers may book non-WAV transportation
 22 service, in service categories for express rides and shared ride shuttles, at the same costs as the cheapest
 23 available non-WAV transportation that would be available to individuals who do not require WAVs, and
 24 with no more than 72 hours’ advanced notice. Affiliates that decline these terms will be declined
 25 renewal unless SuperShuttle has already contracted with an alternative provider in that market to have
 26 WAV offerings available. All Settlement Class members will have an equal opportunity to avail
 27 themselves of the option to book WAVs for transportation with SuperShuttle. Agreement § III; *see*
 28 *Cnty. Res. for Indep. Living*, 2020 WL 10505224, at *2 (“Pursuant to the settlement, Plaintiffs and all

1 class members will receive exactly the same injunctive relief”).

2 In sum, all relevant factors set forth in Rule 23(e)(2) support approval of the Agreement, and
3 Plaintiffs have shown that they are likely to obtain final approval of the proposed settlement.

4 **5. The Settlement Agreement Compares Favorably to Similar Settlements**

5 Plaintiffs’ counsel is not aware of any settlements that are direct comparators to this case;
6 however, the injunctive relief achieved in the Agreement compares favorably with a U.S. Department of
7 Justice settlement from 2002⁷ that dealt with similar issues. Consistent with the requirements set forth in
8 the Settlement Guidance, Exhibit 2 to the Weaver Declaration is a table summarizing and comparing this
9 comparable settlement, which underscores the excellent results provided for the Settlement Class
10 members here.

11 In 2002, SuperShuttle, operating under its prior business model in which it directly owned and
12 operated shuttle vehicles, entered into a settlement agreement with the DOJ, effective for two years, in
13 which it agreed to provide a level of service to customers with disabilities, including those who use
14 wheelchairs, that was equivalent to the level of service provided to customers in general.⁸ This
15 Agreement achieves similar if not greater relief, including more specific requirements regarding the
16 provision of WAVs on comparable terms to non-WAV service, allowing for a better capability to
17 monitor implementation of and compliance with the Agreement, as well as more specific requirements
18 for WAV operator and customer service representative training. Upon reviewing this comparable
19 settlement, the Court can confidently approve the instant Agreement.

20 **C. The Proposed Notice Satisfies Due Process and Should be Approved**

21 Under Rule 23(e)(1)(B), the “court must direct notice in a reasonable manner to all class
22 members who would be bound by the proposal” if justified by the parties’ showing that the court will
23 likely be able to approve the agreement and certify the class for the purpose of settlement. While the
24 form of notice to a settlement class certified under Rule 23(b)(2) is within the Court’s discretion, Fed. R.

25
26 ⁷ U.S. DEP’T OF JUSTICE, *Settlement Agreement Between the United States of America and SuperShuttle*
27 *International, Inc.* (Apr. 26, 2002), <https://archive.ada.gov/superstl.htm#anchor262953>.

28 ⁸ *Id.* at ¶19.

1 Civ. P. 23(c)(2)(A), due process requires that interested parties be provided with “notice reasonably
 2 calculated, under all the circumstances, to apprise [them] of the pendency of the action and afford them
 3 an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306,
 4 314 (1950). “Notice is satisfactory if it ‘generally describes the terms of the settlement in sufficient
 5 detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’”
 6 *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (quoting *Mendoza v. Tucson Sch.*
 7 *Dist. No. 1*, 623 F.2d 1338, 1352 (9th Cir. 1980)). Additionally, notice must be reasonably calculated to
 8 reach interested parties. *See Mullane*, 339 U.S. at 318.

9 The proposed class notice, attached as Appendix D to the Agreement, and the notice distribution
 10 plan proposed in the Agreement are consistent with the Court’s Class Settlement Guidance. Within one
 11 week after the issuance of the Preliminary Approval Order, the Parties will post the Notice on their
 12 websites. Agreement § VII(C). This notice distribution plan ensures effective outreach to Settlement
 13 Class members by distributing the notice in a manner consistent with Plaintiffs’ Counsel’s prior class
 14 outreach. Weaver Decl. ¶ 69. The Notice also informs Settlement Class members that they can file
 15 objections and provides instructions on how to do so. Agreement App. D at 5-6.

16 The Parties developed this proposed plan for Notice distribution to ensure that the Notice reaches
 17 the maximum number of members of the Settlement Class in the most efficient and cost-effective
 18 manner. The proposed Notice and the proposed distribution plan are “reasonably calculated, under all
 19 the circumstances, to apprise interested parties of the pendency of the action and afford them an
 20 opportunity to present their objections.” *Mullane*, 339 U.S. at 314; *accord* Fed. R. Civ. P. 23(h)(1). The
 21 Court should therefore approve the proposed Notice and direct that it be distributed.

22 **D. Proposed Schedule and Deadlines**

23 If the Court preliminarily approves the Agreement and notice, and certifies the Settlement Class,
 24 Plaintiffs propose the following deadlines and schedule for delivery of notice, receipt of objections, and
 25 filing of motions for final approval and request for approval of award of attorneys’ fees and costs
 26 consistent with the Court’s Class Settlement Guidance:

Event	Timeline	Date if the Court Grants Preliminary Approval on March 10, 2026.
Parties to provide notice to the class	Within one week after entry of the Order Granting Preliminary Approval	March 17, 2026
Deadline to file any Objections to the Agreement with the Court	At least 35 days after class notice is completed	April 21, 2026
Deadline for Plaintiffs to file: <ul style="list-style-type: none"> • Motion for Final Approval of Settlement • Declarations of provision of notice • Motion for Award of Attorneys' Fees and Costs⁹ Deadline for the Parties to file responses to Objections, if any	At least 35 calendar days prior to the Fairness Hearing	May 5, 2026
Fairness Hearing to be held by this Court		May 26, 2026

V. CONCLUSION

Plaintiffs respectfully request that the Court: (a) preliminarily approve the Settlement Agreement; (b) certify the proposed Settlement Class and appoint Plaintiffs Garrett, Pugh, and Giacopini as Settlement Class Representatives and Plaintiffs' attorneys (DRA) as Class Counsel; (c) approve the proposed form of the class notice and distribution plan and direct notice to the Settlement Class; and (d) set deadlines for notice, objections, and a final fairness hearing.

⁹ While the Northern District's Guidelines indicate that Plaintiffs' motion for award of attorneys' fees and costs should be filed prior to the objection deadline, due to the nature of the Parties' agreement, which provides that the amount Plaintiffs may seek for fees and costs incurred between execution and Final Approval may not exceed the lesser of the amount actually incurred or \$35,500, Plaintiffs will not know the final amount to be sought for that portion of their fee demand until closer to final approval. However, Plaintiffs have included extensive discussion of their fees and costs and underlying lodestar in this motion in order to provide the Class ample information to weigh whether to object prior to the Objection Deadline.

1 DATED: February 3, 2026

Respectfully submitted,

2 DISABILITY RIGHTS ADVOCATES

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4 By: /s/ Amelia Evard
5 Amelia Evard
6 *Attorneys for Plaintiffs and the proposed Settlement*
7 *Class*
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