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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 FINAL APPROVAL
OF CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Judge: Hon. Yvonne Gonzalez Rogers
Date: May 26, 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 May 26, 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) certifying the proposed Settlement Class and appointing Plaintiffs and their counsel as representatives of the Settlement Class; (b) granting final approval of the proposed class action Settlement Agreement (Dkt. No. 35-1 (“Agreement”)); and (c) retaining jurisdiction during the term of the Agreement for the purpose of enforcement thereof. Plaintiffs’ motion is based on this notice of motion and motion; the accompanying memorandum of points and authorities; the concurrently filed declarations and exhibits; all pleadings and papers on file in this action; and any oral argument that may be presented.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Jacqueline Garrett, Kathi Pugh, and Dorene Giacopini (collectively, “Plaintiffs”) request final approval of the proposed Agreement, which will ensure all of Defendants WHC Worldwide, LLC’s and WHC zShuttle, LLC’s (collectively, “Defendants” or “SuperShuttle”) customers who require a wheelchair accessible vehicle (“WAV”) for transportation have access to SuperShuttle’s services and with the same convenience as customers who do not require a WAV. SuperShuttle has committed to policy changes addressing service for customers with disabilities that will ensure WAVs are available, training for SuperShuttle customer service representatives and WAV operators, and robust monitoring and reporting throughout the term of the Agreement. (Agreement §§ III(C), III(D), IV.)

On March 12, 2026, the Court conditionally certified the proposed Settlement Class identified in the Agreement; provisionally appointed Plaintiffs as class representatives and Disability Rights Advocates (“DRA”) as Class Counsel; preliminarily approved the Agreement; and directed notice to the Settlement Class. (Dkt. No. 35 (“Prelim. Approval Order”).) Since then, Class Counsel and SuperShuttle distributed notice in accordance with the Agreement and with this Court’s order. (Decl. Amelia Evard Supp. Pls.’ Mot. Final Approval (“Evard Decl.”) ¶ 2.) No member of the Settlement Class has submitted

1 any objection.

2 The Agreement is fair, adequate, and reasonable, and satisfies all of the criteria for final approval
 3 under Rule 23 of the Federal Rules of Civil Procedure. Implementation of the Agreement will result in
 4 significant, nationwide improvement to the accessibility of SuperShuttle’s transportation services to
 5 people with mobility disabilities who require a WAV. Its benefits far outweigh the risks of litigation.
 6 Plaintiffs therefore respectfully request that the Court: (1) certify the proposed Settlement Class and
 7 appoint Plaintiffs as Settlement Class representatives and Plaintiffs’ counsel as Class Counsel; (2) grant
 8 final approval of the Agreement; and (3) retain jurisdiction during the term of the Agreement for the
 9 purpose of enforcement thereof.

10 **II. FACTUAL BACKGROUND**

11 **A. Procedural and Factual History**

12 Having experienced discriminatory treatment as a result of SuperShuttle’s failure to provide its
 13 transportation services in a way that is accessible to individuals who require WAVs, Plaintiffs retained
 14 Disability Rights Advocates (“DRA”) to investigate whether SuperShuttle’s actions violated federal and
 15 state disability laws and, if so, to pursue action to address such violations. (Dkt. No. 1 (“Compl.”) ¶¶ 40,
 16 52, 20¹; Decl. Meredith J. Weaver Supp. Pls.’ Mot. Final Approval (“Weaver Final Approval Decl.”)
 17 ¶ 2.) Class Counsel’s investigation included pre-litigation research into the issue of whether
 18 SuperShuttle is an entity primarily engaged in transportation under Title III of the Americans with
 19 Disabilities Act (“ADA”). (Weaver Final Approval Decl. ¶ 3.) In April 2025, Plaintiffs sent a letter to
 20 SuperShuttle to try to resolve their claims without litigation. (Dkt. No. 29 (“Weaver Prelim. Approval
 21 Decl.”) ¶ 3.) Defendants did not respond to this letter, and thus Plaintiffs filed suit on May 5, 2025. (*Id.*
 22 ¶ 4.) Defendants filed an Answer on August 6, 2025. (Dkt. No. 17.) Pursuant to this Court’s General
 23 Order 56, the Parties began settlement discussions soon after Plaintiffs filed their Complaint. (Weaver
 24 Prelim. Approval Decl. ¶ 5.) During these discussions, the Parties informally exchanged documents and
 25 information related to SuperShuttle’s services including service area information and a sample affiliate
 26

27 _____
 28 ¹ Due to a formatting error in Plaintiffs’ Complaint, there are two paragraphs numbered 20. This
 reference is to the second of those paragraphs, on page 9 of the Complaint.

1 contract. (*Id.* ¶ 8.) In all, the Parties exchanged nine written settlement agreement drafts over the course
 2 of eight months. (*Id.* ¶ 7.) The Parties held a mediation session with a court-appointed mediator on
 3 December 9, 2025, and continued discussions for several days thereafter, ultimately reaching agreement
 4 on all terms of a proposed class settlement agreement. (Dkt. Nos. 26, 27.) The Parties executed the
 5 Agreement on January 16, 2026. (Agreement 13.)

6 **B. Summary of the Proposed Settlement Agreement**

7 The Agreement includes the following negotiated terms:

8 **1. The Settlement Class**

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

14 As the Court noted when granting preliminary approval, the Settlement Class differs from the
 15 class alleged in the Complaint in three ways: (1) it “is limited in time to those who ‘arranged to use,
 16 attempted to arrange to use, or were deterred from using’ SuperShuttle from May 5, 2023 through final
 17 approval of the Settlement;” (2) it “provides specific criteria that allows individuals to ascertain their
 18 Class membership, including whether they ‘arranged to use, attempted to arrange to use, or were
 19 deterred from using’ SuperShuttle;” and (3) it “does not define a California subclass, given that the
 20 Settlement provides for nationwide relief.” (Prelim. Approval Order 5 (citations omitted).)

21 **2. Injunctive Relief**

22 **(a) Provision and Maintenance of WAVs**

23 Within six months of final approval, SuperShuttle will request its Affiliates have (a) WAV
 24 offerings available to serve (i) each of the airports to which shuttle service can be booked on the
 25 SuperShuttle website, and (ii) all service areas in which point-to-point service can be booked on the
 26 SuperShuttle website; (b) at all hours in which customers may book non-WAV transportation service;

27
 28 ² Unless otherwise noted, capitalized terms are defined in section II of the Agreement.

1 (c) in service categories for express rides and shared ride shuttles; (d) at the same cost as non-WAV
2 transportation service; and (e) with no more than seventy-two hours' advanced notice. (Agreement
3 § III(A)(1).) Upon renewal of Affiliates' contract agreements, SuperShuttle will require Affiliates to
4 agree to these terms. (*Id.* § III(A)(2).) Affiliates that decline these terms will be declined renewal unless
5 SuperShuttle has already contracted with an alternative provider in that market to have WAV offerings
6 available. (*Id.*) The renewal agreements will make these terms material to the agreements and any
7 breach of these terms can result in termination of the renewal agreement. (*Id.*)

8 SuperShuttle will require its Affiliates to maintain WAVs, including all ramps and/or lift
9 equipment, in working condition and according to the manufacturer's and dealer's recommendations.
10 (*Id.* § III(B).) If an Affiliate's WAV is out of service, it will notify SuperShuttle and provide an expected
11 duration of service interruption. (*Id.*)

12 The value of the injunctive relief provided by the Agreement for Plaintiffs and Settlement Class
13 members is difficult to quantify, but is significant. When Plaintiff Garrett was unable to book airport
14 shuttles through SuperShuttle, she had to coordinate with a paid attendant to take her to and from the
15 airport in her own wheelchair-accessible vehicle. (Compl. ¶ 41.) Ms. Garrett estimates that she paid for
16 three hours of attendant time for each such trip. (*Id.*) Similarly, when Plaintiff Giacopini was unable to
17 book airport shuttles through SuperShuttle, she had to choose between the more expensive options of
18 paying an attendant to drive her in her own wheelchair-accessible vehicle to and from the airport
19 terminal, or paying to park her vehicle in long-term airport parking. (*Id.* ¶¶ 21–23.) The settlement will
20 also address other injuries that are harder to quantify, such as Plaintiff Pugh's ultimate inability to travel
21 at all given the lack of transportation options on either end of her planned trips. (*Id.* ¶¶ 50–53.)
22 Furthermore, while Plaintiffs do not know how much SuperShuttle will be spending to implement the
23 Agreement, achieving the relief therein will surely require some level of investment by SuperShuttle.
24 (Weaver Prelim. Approval Decl. ¶ 9.)

25 (b) Training Requirements

26 Within four months of final approval, SuperShuttle will request that Affiliates require WAV
27 Operators to complete the Non-Emergency Medical Transportation Accreditation Commission's
28 certification in Advanced Mobility Device Securement or an equivalent training. (Agreement

1 § III(C)(1).) Upon contract renewal, SuperShuttle will incorporate this requirement in Affiliate
2 contracts. (*Id.* § III(C)(2).) SuperShuttle will require that Affiliates notify it of any training being used as
3 an “equivalent” and, in turn, will notify Plaintiffs of such training. (*Id.*)

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

10 **(c) Modification of Website**

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

16 **(d) Reporting and Monitoring**

17 Beginning two months after final approval, and on a monthly basis thereafter, SuperShuttle will
18 provide Plaintiffs with a report documenting reservations booked for WAV SuperShuttle airport
19 transportation and any WAV mechanical issues reported pursuant to the maintenance policy, including
20 whether any WAVs are out of service and how long the service interruption is expected to last.
21 (Agreement § IV.) The Agreement also provides for a meet and confer process should Plaintiffs
22 determine that these reports indicate a need for additional WAVs in order to meet demand or
23 modifications to the maintenance policy. (*Id.*) These monitoring obligations will continue for the term of
24 the Agreement, which will run until twelve months after all Affiliate agreements are renewed. (*Id.*
25 § VIII(A).) The Parties expect all Affiliate agreements to be renewed pursuant to the Agreement within
26 four years of the Effective Date. (Weaver Final Approval Decl. ¶ 8.)

27 **(e) Dispute Resolution**

28 The Parties have agreed that the Court will retain jurisdiction to enforce the Agreement.

1 (Agreement § V.) If a dispute arises concerning implementation of the Agreement, the Parties will first
 2 meet and confer regarding the substance of the dispute and any potential resolution before proceeding to
 3 mediation with a mutually agreeable neutral third-party mediator. (*Id.* § V(A)–(B).) If the Parties’
 4 mediation efforts are unsuccessful, the Parties agree to submit any remaining disputes for binding
 5 resolution by the Court under the Court’s continuing jurisdiction over this case. (*Id.* § V(C).)

6 **3. Release of Class Claims**

7 In exchange for the injunctive relief proposed in the Agreement, Plaintiffs and the Settlement
 8 Class will release Defendants, including each entity’s present and former parent companies, subsidiaries
 9 (including subsidiary Affiliates), shareholders, officers, directors, employees, members, agents,
 10 representatives, attorneys, insurers, successors and assigns of Defendants from any claims for injunctive
 11 or declaratory relief that were brought or could have been brought against the released parties based on
 12 the identical factual predicate as that alleged in the Action whether asserted or assertable prior to final
 13 approval of the Agreement.³ (Agreement §§ II, VIII(B).) The released parties do not include Affiliates
 14 that are not subsidiaries of Defendants. (*Id.*)

15 The claims to be released under the Agreement are broader than the claims alleged in the
 16 Complaint, which were limited to claims under Title III of the ADA and California’s Unruh Civil Rights
 17 Act. (*Compare* Agreement §§ II, VIII(B) *with* Compl. ¶¶ 75–105.) Under the Agreement, Settlement
 18 Class members will release those alleged claims as well as claims for injunctive and declaratory relief
 19 under other state laws prohibiting disability discrimination. This is appropriate given the nationwide
 20 injunctive relief that will be provided under the Agreement.

21 **4. Class Counsel’s Attorneys’ Fees, Expenses, and Costs**

22 The Agreement includes payment of reasonable attorneys’ fees and costs to Plaintiffs’ attorneys
 23 for litigating the case and monitoring implementation of the Agreement. (Agreement § VI(C).) Subject
 24 to final approval, Defendants agree to pay Plaintiffs’ counsel \$75,000 in fees and costs incurred through
 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, unnamed members of the Settlement
 28 Class *do not* release any claims for compensatory relief. (Agreement §§ VI(B), VIII(B) & App. D at 3,
 5.)

1 execution of the Agreement on January 16, 2026; Plaintiffs' counsel's actual attorneys' fees and costs
2 incurred between execution and final approval by the Court, up to a maximum of \$35,500; and a lump-
3 sum payment of \$11,500 for attorneys' fees and costs incurred in monitoring implementation of the
4 Agreement. (*Id.*) In the concurrently-filed Motion for Attorneys' Fees and Costs, Plaintiffs seek an
5 award of \$122,000, which is approximately 61.5% of their lodestar and costs to-date. (Decl. Meredith J.
6 Weaver Supp. Pls.' Mot. Attorneys' Fees ("Weaver Fee Decl.") ¶ 26.)

7 **C. The Court Preliminarily Approved the Agreement, Notice Has Been Provided, and**
8 **No Objections Have Been Received**

9 On February 3, 2026, Plaintiffs filed an unopposed motion for preliminary approval of the
10 Agreement. (Dkt. No. 28.) On March 12, 2026, the Court (a) conditionally certified the Settlement Class
11 and provisionally appointed Plaintiffs as Settlement Class representatives and DRA as Class Counsel;
12 (b) granted preliminary approval of the terms and conditions contained in the Agreement; (c) found that
13 the proposed Agreement is fair and warranted the dissemination of notice to the Settlement Class;
14 (d) approved the form of the proposed Class Notice; (e) approved the proposed plan for providing notice
15 to the Settlement Class; and (f) scheduled a Fairness Hearing for May 26, 2026. (Prelim. Approval
16 Order.)

17 After preliminary approval, the Parties effectuated notice to the Settlement Class pursuant to the
18 Agreement and Court Order. (Evard Decl. ¶¶ 2–5.) The Court-approved form of class notice explained
19 the case, the terms of the Agreement (including the injunctive relief), the release of claims, how to
20 object to the Agreement, and the amounts requested for Class Counsel's attorneys' fees and costs. (Dkt.
21 No. 35-2.) Class Counsel updated the Notice of Proposed Class Action Settlement attached as Exhibit B
22 to the Court's Preliminary Approval Order to include the missing dates for the objection deadline and
23 fairness hearing and DRA case page URL. (Evard Decl. Ex. 1 ("Class Notice").)

24 DRA posted the Class Notice and a copy of the preliminary approval motion to its website on
25 March 13, 2026. (Evard Decl. ¶ 3.) DRA posted a copy of the Court's order granting preliminary
26 approval to its website on March 16, 2026 (*Id.* ¶ 4.) This motion for final approval and Plaintiffs' motion
27 for attorneys' fees and costs will also be posted to the DRA website upon filing. (*Id.* ¶ 6.) On March 17,
28 2026, SuperShuttle reported to Plaintiffs that it had posted the Class Notice to its website and Plaintiffs

1 confirmed by visiting the website and locating a link to the Class Notice in the footer of the homepage.
 2 (*Id.* ¶ 5.) From at least March 17, 2026 to the present, the Class Notice has been available on Class
 3 Counsel’s and SuperShuttle’s websites, and the Complaint, preliminary approval motion, Agreement,
 4 and order granting preliminary approval have been available on Class Counsel’s website. (Evard Decl.
 5 ¶ 3–5.)

6 The Class Notice lists an address and phone number for Class Counsel so that Settlement Class
 7 members could inquire about the lawsuit and/or Agreement. (*Id.* Ex. 1 at 6.) The deadline for filing or
 8 mailing objections to the Court was April 21, 2026. (Dkt. No. 35.) No Settlement Class members
 9 objected to the Agreement. (*Id.* ¶ 7.)

10 **III. LEGAL STANDARD**

11 Under Rule 23(e) of the Federal Rules of Civil Procedure, a class action settlement that is
 12 binding on absent class members requires court approval. Approval is a “two-step process”:
 13 (1) preliminary approval of the settlement, and (2) after a notice period, final determination that the
 14 settlement is “fair, reasonable, and adequate.” *Bakhtiar v. Info. Res., Inc.*, No. 17-cv-04559-JST, 2021
 15 WL 4472606, at *5–6 (N.D. Cal. Feb. 10, 2021) (citing Fed. R. Civ. P. 23(e)(2)).

16 At final approval, the Court “begins with an examination of whether class treatment remains
 17 appropriate” to confirm final certification of any class preliminarily certified for settlement. *Rosado v.*
 18 *Ebay Inc.*, No. 5:12-cv-04005-EJD, 2016 WL 3401987, at *2 (N.D. Cal. June 21, 2016). The Court must
 19 then “determine[] that notice to the class members was accomplished . . . as approved by the Court at the
 20 preliminary approval stage.” *Cancilla v. Ecolab, Inc.*, No. 12-cv-03001-JD, 2016 WL 54113, at *3 (N.D.
 21 Cal. Jan. 5, 2016); *see also Rosado*, 2016 WL 3401987, at *2–3 (finding that the parties “fully and
 22 properly implemented” the court-approved notice plan and class notices). Finally, “[h]aving already
 23 completed a preliminary examination of the agreement, the court reviews it again, mindful that the law
 24 favors the compromise and settlement of class action suits.” *Rosado*, 2016 WL 3401987, at *1. The
 25 Court should “reach a reasoned judgment that the agreement is not the product of fraud or overreaching
 26 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
 27 reasonable and adequate to all concerned.” *Officers for Just. v. Civ. Serv. Comm’n of San Francisco*, 688
 28 F.2d 615, 625 (9th Cir. 1982). Ultimately, “the decision to approve or reject a settlement is committed to

1 the sound discretion of the trial judge because [they are] exposed to the litigants and their strategies,
 2 positions, and proof.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (internal
 3 quotations omitted).

4 Specifically, Rule 23(e)(2) requires the Court to consider whether:

5 (A) the class representatives and class counsel have adequately represented the class;
 6 (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is
 7 adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the
 8 effectiveness of any proposed method of distributing relief to the class, including the
 9 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); and (D) the proposal treats class members equitably
 relative to each other.

10 Moreover, under well-settled Ninth Circuit precedent, in order to assess a class action settlement, courts
 11 must balance several similar factors, including the following “*Hanlon* factors”:

12 the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of
 13 further litigation; the risk of maintaining class action status throughout the trial; the
 14 amount offered in settlement; the extent of discovery completed and the stage of the
 proceedings; the experience and views of counsel; the presence of a governmental
 participant; and the reaction of the class members to the proposed settlement.

15 *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon*, 150 F.3d at 1026).

16 The Court must demonstrate comprehensive consideration of all factors; however, in conducting
 17 this analysis, the Ninth Circuit has noted that “it is the very uncertainty of outcome in litigation and
 18 avoidance of wasteful and expensive litigation that induce consensual settlements.” *Rodriguez v. W.*
 19 *Publ’g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009) (quoting *Officers for Just.*, 688 F.2d at 625).

20 Accordingly, when determining whether to grant final approval, the Court’s role “must be limited to the
 21 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
 22 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
 23 is fair, reasonable and adequate to all concerned.” *Officers for Just.*, 688 F.2d at 625.

24 Here, the proposed Agreement meets the requirements for final approval.

25 **IV. ARGUMENT**

26 **A. The Court Should Confirm its Initial Finding that the Proposed Settlement Class** 27 **Meets the Requirements of FRCP 23(a) and 23(b)(2).**

28 The Parties stipulated to seek certification of the Settlement Class described above. (*See supra*

1 Section II(B).) The Court previously conditionally determined that each of the requirements of Rule
2 23(a) and (b)(2) for class certification are satisfied for the purposes of the proposed Agreement and
3 Settlement Class. (Prelim. Approval Order 8.) The Settlement Class may be properly certified at this
4 time consistent with the Court’s prior analysis.

5 **1. The Settlement Class is sufficiently numerous.**

6 The first element of Rule 23(a) requires that the class be “so numerous that joinder of all
7 members is impracticable.” Fed. R. Civ. P. 23(a)(1). While Rule 23(a)’s numerosity requirement is “not
8 tied to any fixed numerical threshold,” courts generally find that classes of forty or more members
9 satisfy the requirement—and sometimes even fewer. *Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir.
10 2010) (citations omitted) (discussing standard and affirming certification of a twenty-member class); *see*
11 *also Hernandez v. Cnty. of Monterey*, 305 F.R.D. 132, 153 (N.D. Cal. 2015) (“A class or subclass with
12 more than 40 members raises a presumption of impracticability based on numbers alone.” (citation
13 modified)). The numerosity requirement is satisfied here, where available data indicates that the class
14 likely numbers in the thousands. (*See* Prelim. Approval Order 6.) The Court should therefore confirm its
15 finding that the Settlement Class is sufficiently numerous.

16 **2. The Settlement Class satisfies commonality.**

17 The second element of Rule 23(a) requires the existence of “questions of law or fact common to
18 the class.” Fed. R. Civ. P. 23(a)(2). Commonality is satisfied where the plaintiff alleges the existence of
19 a “common contention” such that “determination of its truth or falsity will resolve an issue that is central
20 to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338,
21 350 (2011). The focus of this action—whether Defendants discriminated against people with mobility
22 disabilities who need wheelchair-accessible transportation—is common to all class members. (Prelim.
23 Approval Order 6.) As discussed in more detail in Section II(B) above, Plaintiffs sought and achieved
24 systemic changes, including changed policies from SuperShuttle about the provision of WAVs and
25 service to customers with disabilities, as well as training for employees and WAV operators. The Court
26 should thus confirm its finding that the proposed Settlement Class satisfies Rule 23(a)’s commonality
27 requirement.

1 **3. Plaintiffs’ claims are typical of the Settlement Class.**

2 The third element of Rule 23(a) requires that the claims of the representative parties are typical
 3 of each class member. Fed. R. Civ. P. 23(a)(3). Rule 23(a)’s typicality requirement is met so long as the
 4 named plaintiffs’ claims are “reasonably coextensive with those of absent class members; they need not
 5 be substantially identical.” *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir. 2014) (quoting *Hanlon*, 150
 6 F.3d at 1020). “The test of typicality is ‘whether other members have the same or similar injury, whether
 7 the action is based on conduct which is not unique to the named plaintiffs, and whether other class
 8 members have been injured by the same course of conduct.’ ” *Smith v. City of Oakland*, 339 F.R.D. 131,
 9 141 (N.D. Cal. 2021) (quoting *Parsons*, 754 F.3d at 685). Plaintiffs and members of the Settlement
 10 Class all have mobility disabilities and require WAVs to access Defendants’ services, making Plaintiffs’
 11 claims typical of Settlement Class members’. (Prelim. Approval Order 6.) The legal theories that
 12 Plaintiffs would have relied on to redress this harm apply equally to each member of the proposed
 13 Settlement Class, and the relief Plaintiffs have achieved will benefit that Class as a whole. The Court
 14 should thus confirm its finding that the Settlement Class satisfies Rule 23(a)’s typicality requirement.

15 **4. Plaintiffs and their counsel are adequate representatives.**

16 The final element of Rule 23(a) requires that the “representative parties will fairly and
 17 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Plaintiffs are adequately
 18 represented so long as the named plaintiffs and their counsel do not have any conflicts of interest with
 19 other class members, and will prosecute the action vigorously on behalf of the class. *See In re Mego Fin.*
 20 *Corp. Sec. Litig.*, 213 F.3d 454, 462–63 (9th Cir. 2000), as amended (June 19, 2000).

21 There are no conflicts between Plaintiffs and other Settlement Class members. (Dkt. No. 30
 22 (“Garrett Decl.”) ¶ 11; Dkt. No. 31 (“Giacopini Decl.”) ¶ 11; Dkt. No. 32 (“Pugh Decl.”) ¶ 11.) The
 23 Agreement provides the same injunctive relief for Plaintiffs and every member of the proposed
 24 Settlement Class. (*See supra* Section II(B) (discussing relief provided by Agreement).) In addition,
 25 Plaintiffs have vigorously represented the class and pursued this outcome on behalf of the Settlement
 26 Class. (Garrett Decl. ¶¶ 7–9; Giacopini Decl. ¶¶ 7–9; Pugh Decl. ¶¶ 7–9.) Plaintiffs have knowledge of
 27 the case and their duties as Class representatives and support the Agreement. (Garrett Decl. ¶¶ 9, 12;
 28 Giacopini Decl. ¶¶ 9, 12; Pugh Decl. ¶¶ 9, 12.)

1 Finally, Class Counsel has no known conflicts of interest with any Settlement Class member and
 2 has acted swiftly on behalf of the proposed Settlement Class by negotiating an early resolution that will
 3 greatly enhance access to Defendants’ service without the need for extended, resource-intensive
 4 litigation. (Weaver Prelim. Approval Decl. ¶ 29.) Furthermore, Class Counsel are committed to
 5 monitoring implementation of the Agreement for years after final approval. (*Id.*) “Adequate
 6 representation of counsel is usually presumed in the absence of contrary evidence.” *Californians for*
 7 *Disability Rights, Inc. v. Cal. Dep’t of Transp.*, 249 F.R.D. 334, 349 (N.D. Cal. 2008) (citations
 8 omitted). Counsel may demonstrate their qualifications with previous experience litigating class action
 9 lawsuits. *See Hanlon*, 150 F.3d at 1021 (considering affidavits showing class counsel’s experience
 10 prosecuting similar class action cases to determine adequacy of counsel). Class Counsel in this case have
 11 extensive experience litigating class action suits, including other, similar disability discrimination class
 12 actions. (Weaver Prelim. Approval Decl. ¶¶ 27–28.) In addition, Class Counsel refused to negotiate
 13 payment of attorneys’ fees and costs until after reaching an agreement with Defendants on all aspects of
 14 injunctive relief, thereby avoiding even the appearance of conflict between the interests of DRA and the
 15 interests of the Settlement Class. (*See id.* at ¶ 12.)

16 Based on Class Counsel’s experience litigating novel and complex cases against private entities,
 17 they have determined that the injunctive terms and other provisions contained in the Agreement will
 18 adequately protect the rights of Plaintiffs and the Settlement Class that this case sought to vindicate.
 19 (Weaver Prelim. Approval Decl. ¶ 64.) Moreover, Class Counsel are well aware that attempting to reach
 20 a resolution through additional litigation could have taken years longer and may not have yielded a
 21 result as favorable as that contained in the proposed Agreement. (*Id.* at ¶ 67.) The Court should affirm
 22 that Rule 23(a)’s adequacy requirement is met.

23 **5. The proposed class meets the requirements of Rule 23(b)(2).**

24 Under Rule 23(b)(2), a defendant must have “acted or refused to act on grounds that apply
 25 generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate
 26 respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). The primary role of this rule “has always been
 27 the certification of civil rights class actions.” *Parsons*, 754 F.3d at 686. The rule is “almost
 28 automatically satisfied in actions primarily seeking injunctive relief.” *Gray v. Golden Gate Nat’l*

1 *Recreational Area*, 279 F.R.D. 501, 520 (N.D. Cal. 2011) (quoting *Baby Neal ex rel. Kanter v. Casey*,
2 43 F.3d 48, 58 (3d Cir. 1994)).

3 Here, Plaintiffs challenge Defendants’ policies and practices applicable to all Settlement Class
4 members and seek injunctive relief. The proposed Agreement will benefit all Settlement Class members.
5 Every Settlement Class member will have the opportunity to book WAV transportation with the same
6 convenience as non-WAV transportation and to benefit from Defendants’ training requirements and
7 revised policies. Furthermore, Plaintiffs seek compensatory relief only as to their individual damages
8 claims, and the Agreement does not release any claims for monetary damages that unnamed Settlement
9 Class members may have. (*See* Prelim. Approval Order 6–7.)

10 The Settlement Class meets all requirements of Rule 23(a) and (b)(2) and should be certified.

11 **B. Notice to the Settlement Class was accomplished in the manner approved by the
12 Court at the preliminary approval stage.**

13 After confirming that final certification of a class preliminarily certified for settlement is
14 appropriate, the Court must then “determine[] that notice to the class members was accomplished . . . as
15 approved by the Court at the preliminary approval stage.” *Cancilla*, 2016 WL 54113, at *3. Consistent
16 with this Court’s Preliminary Approval Order, from at least March 17, 2026 to the present, the Class
17 Notice has been posted on Class Counsel’s and SuperShuttle’s websites; and the Complaint, preliminary
18 approval motion, Agreement, and order granting preliminary approval have been posted on Class
19 Counsel’s website. (*See supra*, Section II(C).)

20 **C. The Parties’ Agreement is Fair, Reasonable, and Adequate and Should be Approved
21 by the Court.**

22 In making a final fairness determination, Rule 23 requires courts to consider: (1) the adequacy of
23 representation of the class; (2) the arm’s-length nature of the negotiations leading to the proposed
24 settlement; (3) the adequacy of the relief provided to the class, considering, among others, the costs,
25 risks, and delay of further litigation, and the terms of any proposed award of attorneys’ fees; and (4) the
26 equitable treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2); *see also Lane*,
27 696 F.3d at 819 (enumerating *Hanlon* factors).

28 **1. Plaintiffs and their counsel adequately represented the Settlement Class.**

In determining whether a class has been adequately represented, courts consider the same

1 “adequacy of representation” questions that are relevant to class certification. *See In re MyFord Touch*
 2 *Consumer Litig.*, No. 13-cv-03072-EMC, 2019 WL 1411510, at *8 (N.D. Cal. Mar. 28, 2019) (relying
 3 on findings from class certification that the named plaintiffs had no conflicts of interest with and could
 4 adequately represent the other class members to find that the proposed settlement adequately represented
 5 the class). As discussed above in Section IV(A)(4), this requirement is satisfied. First, Class Counsel
 6 engaged in investigation and advocacy prior to filing suit. (*See Weaver Prelim. Approval Decl.* ¶ 3.)
 7 Second, Plaintiffs have no conflicts of interest with the Settlement Class and have vigorously advanced
 8 the interests of the Settlement Class, including by participating in an in-person mediation and providing
 9 input throughout the Parties’ settlement negotiations, resulting in an Agreement that fully and promptly
 10 resolves the claims alleged in this case. (*Garrett Decl.* ¶¶ 9–12; *Giacopini Decl.* ¶¶ 9–12; *Pugh Decl.*
 11 ¶¶ 9–12.) Thus, the Court should find that this Rule 23(e)(2) factor weighs in favor of approval.

12 **2. The Parties’ Agreement is the product of arms-length negotiations.**

13 Rule 23(e)(2)(B) assesses whether the proposed settlement was reached at arm’s length, without
 14 “the absence of information illuminating the value of plaintiffs’ claims.” *Hanlon*, 150 F.3d at 1027; *see*
 15 *also Rodriguez*, 563 F.3d at 965 (“We put a good deal of stock in the product of an arms-length, non-
 16 collusive, negotiated resolution.”).

17 The Parties’ proposed Agreement is the product of over eight months of arms-length negotiations
 18 conducted pursuant to this Court’s mandatory General Order 56 process, including with the assistance of
 19 a mediator assigned through the Court’s ADR program, and at least nine written settlement agreement
 20 proposals exchanged between the Parties. (*Weaver Prelim. Approval Decl.* ¶ 7.) As the Advisory
 21 Committee has recognized, “the involvement of a neutral or court-affiliated mediator or facilitator in
 22 [the] negotiations may bear on whether they were conducted in a manner that would protect and further
 23 the class interests.” Fed. R. Civ. P. 23(e)(2) Advisory Committee’s Notes to 2018 Amendments. Where,
 24 as here, an agreement is the product of “serious, informed, non-collusive negotiations” conducted by
 25 experienced counsel over an “extended period of time,” approval is appropriate. *In re Tableware*
 26 *Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079–80 (N.D. Cal. 2007) (finding a settlement to be the product
 27 of arms-length negotiations where comprehensive negotiation occurred throughout a calendar year).

28 The Agreement withstands the heightened level of scrutiny applicable to pre-certification class

1 actions, which are examined for “evidence of collusion or other conflicts of interest.” *In re Bluetooth*
 2 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). Here, “[t]he record does not indicate
 3 collusion or self-dealing.” (Prelim. Approval Order 7.) The Agreement provides the Class with
 4 injunctive relief only, and neither creates a settlement fund nor releases Class damages claims.
 5 Furthermore, Plaintiffs’ counsel did not negotiate attorneys’ fees and costs until agreement was reached
 6 on all injunctive settlement terms. (Weaver Prelim. Approval Decl. ¶ 12.) The Court should therefore
 7 find that this Rule 23(e)(2) factor weighs in favor of approval.

8 **3. The Agreement will provide exceptional relief to the Settlement Class.**

9 The third factor requires courts to consider whether “the relief provided for the class is adequate,
 10 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any
 11 proposed method of distributing relief to the class, including the method of processing class-member
 12 claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payments; and
 13 (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). In
 14 determining whether the Agreement “falls within the range of possible approval,” the Court must focus
 15 on “substantive fairness and adequacy” and “consider plaintiffs’ expected recovery balanced against the
 16 value of the settlement offer.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079–80.

17 Here, the Agreement fully addresses the issues that led Plaintiffs to file this lawsuit. Under the
 18 Agreement, Defendants will require, upon contract renewal,⁴ that Affiliates have WAV offerings
 19 available to serve all airports and service areas in which service can be booked on the SuperShuttle
 20 website; at all hours in which customers may book non-WAV transportation service; in service
 21 categories for express rides and shared ride shuttles; at the same cost as non-WAV transportation
 22 service; and with no more than seventy-two hours’ advanced notice. (Agreement § III(A)(1)–(2).)
 23 Furthermore, SuperShuttle will require Affiliates to maintain WAVs in working condition and train
 24 WAV operators regarding mobility device securement and respectful service to individuals with
 25 disabilities. (*Id.* § III(B)–(C).) SuperShuttle will also make sure that its Customer Service

26
 27
 28 ⁴ The Parties expect all Affiliate agreements to be renewed pursuant to the Agreement within four years
 of the Effective Date. (Weaver Final Approval Decl. ¶ 8.)

1 Representatives receive training regarding the availability of WAVs and respectful service. (*Id.*
2 § III(D).) 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. (*Id.* § III(E)(1).) The changes required by the Agreement are sufficient to resolve
5 the discrimination experienced by Settlement Class members who were previously unable to access
6 SuperShuttle’s services due to the lack of wheelchair-accessible vehicles. (*Cf.* Dkt. No. 30 ¶¶ 4–5; Dkt.
7 No. 31 ¶¶ 4–5; Dkt. No. 32 ¶¶ 4–5.) Upon implementation, the relief will be available to all members of
8 the class and no processing of Settlement Class member claims will be required. The Agreement reflects
9 an excellent result for the Settlement Class, and it is unlikely that Plaintiffs could have achieved greater
10 relief through further litigation. There are additionally no agreements required to be identified under
11 Rule 23(e)(3). The Agreement provides Plaintiffs and the Settlement Class full relief for the Class
12 claims, and this factor weighs in favor of approval.

13 **(a) The potential costs, risks, and delays associated with trial and appeal**
14 **weigh in favor of approval.**

15 In considering “the costs, risks, and delay of trial and appeal,” courts in the Ninth Circuit
16 evaluate “the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of further
17 litigation; [and] the risk of maintaining class action status throughout the trial.” *Hanlon*, 150 F.3d at
18 1026. In deciding whether to agree to this settlement, Plaintiffs were required to, and did, consider the
19 possibility that Defendants would prevail in the litigation, and the case would end with no benefits to the
20 Class. If the case had proceeded, the Parties would have litigated the question of whether Defendants are
21 entities primarily engaged in the business of transporting people, and thus bound by the applicable Title
22 III regulations. (*See* Weaver Final Approval Decl. ¶ 3.) This would have been a contested legal issue,
23 and there was no guarantee that Plaintiffs would prevail. Any litigated result would require significant
24 time and resources to engage in fact-intensive discovery and motion practice. Plaintiffs also considered
25 the fact that the Agreement provided benefits—such as the opportunity to review and comment on
26 proposed policy language and provide input on the WAV operator training course selection—that would
27 enhance the prospective relief. (Weaver Final Approval Decl. ¶ 12.) Even if Plaintiffs prevailed, it is
28 possible that the Court would not have ordered the level of relief that is provided in the Agreement.

1 Based on these factors, Plaintiffs made a considered decision that this Agreement is in the best interests
2 of the Settlement Class and deserves judicial approval. (Weaver Prelim. Approval Decl. ¶ 67.)

3 **(b) The proposed attorneys' fee award also weighs in favor of approval.**

4 The ADA allows prevailing plaintiffs to recover their reasonable fees and costs. 42 U.S.C.
5 § 12205. In the context of a class settlement, “courts have an independent obligation to ensure that” any
6 award of fees and costs “is reasonable, even if the parties have already agreed to an amount.” *In re*
7 *Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d at 941.

8 Subject to this Court’s approval, Defendants have agreed to pay Plaintiffs’ counsel \$75,000 in
9 fees and costs incurred through execution of the Agreement, up to \$35,500 for attorneys’ fees and costs
10 incurred between execution and final approval by the Court, and a lump-sum payment of \$11,500 for
11 attorneys’ fees and costs incurred in monitoring implementation of the Agreement. (Agreement
12 § VI(C).) This term was negotiated after all settlement terms pertaining to injunctive relief had been
13 resolved. (Weaver Prelim. Approval Decl. ¶ 12.) Plaintiffs seek Court approval of the maximum
14 stipulated amount of \$122,000, and Plaintiffs’ Motion for Award of Attorneys’ Fees and Costs discusses
15 the reasonableness of Class Counsel’s lodestar and the significant reduction to that lodestar to which
16 Plaintiffs agreed in the interests of settling this case. (Dkt. No. 36.)

17 The excellent result Plaintiffs have achieved on behalf of the proposed Settlement Class weighs
18 heavily in favor of finding that their fee award is reasonable. *See Hensley v. Eckerhart*, 461 U.S. 424,
19 435 (1983) (“Where a plaintiff has obtained excellent results, [their] attorney should recover a fully
20 compensatory fee.”). Thus, the Court should find that the terms of the Parties’ proposed fee award weigh
21 in favor of approval.

22 **4. The Parties’ Agreement treats all Settlement Class members equitably.**

23 The Court must next examine whether the Agreement “provides preferential treatment to any
24 class member.” *Uschold v. NSMG Shared Servs., LLC*, 333 F.R.D. 157, 170 (N.D. Cal. 2019) (citation
25 omitted). Here, all Settlement Class members, both named and unnamed, will be treated equitably and
26 receive the same benefits in the form of injunctive relief. (Prelim. Approval Order 8.) All Class
27 members will benefit from Defendants’ revised policies and procedures for making WAVs available.
28 (*Id.*) Further, the proposed individual payments to Plaintiffs for their compensatory damages claims do

1 not make the Agreement inequitable, because Settlement Class members will not release any potential
2 claims for compensatory damages as Plaintiffs will. (*Id.*)

3 **5. Class Counsel’s experience and recommendation support approval.**

4 Courts must also consider the experience and views of counsel regarding the settlement. *Hanlon*,
5 150 F.3d at 1026. “Great weight is accorded to the recommendation of counsel, who are most closely
6 acquainted with the facts of the underlying litigation.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,
7 221 F.R.D. 523, 528 (C.D. Cal. 2004) (citation modified). “[P]arties represented by competent counsel
8 are better positioned than courts to produce a settlement that fairly reflects each party’s expected
9 outcome in litigation.” *Rodriguez*, 563 F.3d at 967 (citation omitted).

10 Class Counsel have extensive experience litigating systemic disability access cases and brought
11 this experience to bear in negotiating the Agreement, which they believe is fair, adequate, and
12 reasonable. (*See* Weaver Prelim. Approval Decl. ¶¶ 27–64.) Accordingly, the Court can confidently
13 approve the Agreement.

14 **6. The reaction of Settlement Class members to the proposed Agreement**
15 **supports approval.**

16 In determining the fairness of a settlement, the Court should consider “the reaction of class
17 members to the proposed settlement.” *Hanlon*, 150 F.3d at 1026. The absence of a large number of
18 objections to a proposed settlement raises a strong presumption that the terms of the agreement are fair.
19 *See, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (approving a settlement
20 where “only 45 of the approximately 90,000 notified class members [equivalent to 0.005%] objected to
21 the settlement”); *see also In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018)
22 (“[L]ow rates of objections . . . are ‘indicia of the approval of the class.’ ” (quoting *Hughes v. Microsoft*
23 *Corp.*, No. C98-01646C, 2001 WL 34089697, at *8 (W.D. Wash. Mar. 26, 2001))). The deadline for
24 Settlement Class members to submit objections to the Agreement was April 21, 2026, and no Class
25 members objected to the Agreement. In addition to the named Plaintiffs’ support for the Agreement,
26 Class Counsel received supportive feedback from other Settlement Class members. One individual
27 expressed support, indicating that “other wheelchair users who are friends . . . will be very excited about
28 it.” (Evard Decl. ¶ 8.) Another stated, “[t]his is excellent news as accessible transport to and from

1 airports and around cities has gotten worse and worse.” (*Id.* ¶ 10.) The lack of objections and the
2 positive reaction of Settlement Class members supports final approval of the proposed Agreement.

3 **V. CONCLUSION**

4 The settlement of this litigation achieves important benefits for Plaintiffs and all members of the
5 proposed Settlement Class. Plaintiffs respectfully request that the Court (a) grant final approval of the
6 Agreement; (b) certify the proposed Settlement Class and appoint Plaintiffs and their counsel as
7 representatives of the Settlement Class; (c) retain jurisdiction during the term of the Agreement for the
8 purpose of enforcement thereof; and (d) enter final judgment in accordance with the Proposed Order
9 submitted herewith.

10
11 DATED: May 5, 2026

Respectfully submitted,

12 DISABILITY RIGHTS ADVOCATES

13
14 By: /s/ Amelia Evard
15 Amelia Evard
16 Attorneys for Plaintiffs