

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court, Northern District of California
Garrett, et al. v. WHC Worldwide, LLC, et al.
Case No. 4:25-cv-03904-YGR

ATTENTION: POTENTIAL SUPERSHUTTLE CUSTOMERS WHO NEED WHEELCHAIR ACCESSIBLE VEHICLES AS A RESULT OF A MOBILITY DISABILITY

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.**

WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this notice is to inform class members of a proposed settlement in a pending class action lawsuit, *Garrett, et al. v. WHC Worldwide, LLC, et al.*, brought on behalf of people who have mobility disabilities as a result of which they use a wheelchair that requires a wheelchair accessible vehicle (WAV), and who intend to use the services of SuperShuttle to arrange for transportation to and from airports and other locations.

This notice gives a summary of the terms of the proposed settlement agreement in this case, explains what rights class members have, and helps class members make informed decisions about what action to take.

HOW DO I KNOW IF I AM PART OF THIS SETTLEMENT?

If you are a person with a mobility disability who uses a wheelchair that requires a WAV; and you arranged to use, attempted to arrange to use, or were deterred from using the services of SuperShuttle for transportation to and from airports and other locations at any time since May 5, 2023, then you are part of the Settlement Class.

WHAT DO I DO NEXT?

If you are a class member, read this notice to understand the settlement and decide whether you are satisfied with the proposed settlement.

If you are satisfied with the proposed settlement...

Do Nothing: If the Court approves the settlement, you will be bound by the settlement.

If you are not satisfied with the proposed settlement...

Object: Tell the Court why you don't like the settlement. If the Court approves the settlement, you will still be bound by the settlement.

Please read on to understand the specifics of the settlement and what each choice would mean for you.

WHAT IS THIS LAWSUIT ABOUT?

Three individuals (“Plaintiffs”) who have mobility disabilities and use motorized wheelchairs that require a WAV filed a lawsuit on May 5, 2025, alleging that WHC Worldwide, LLC and WHC zShuttle, LLC, who uses SuperShuttle as a tradename, (“Defendants”) violated federal and California state anti-discrimination laws by failing to provide wheelchair users access to their airport transportation services. Defendants deny that they violated any laws or did anything wrong.

This case is a class action. In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar legal claims. This group of people is called a “Class” or “Class Members.” One court resolves the issues for all Class Members. United States District Judge Yvonne Gonzalez Rogers is the judge assigned to this class action.

WHY IS THERE A SETTLEMENT IN THIS LAWSUIT?

The parties have reached an agreement to resolve the lawsuit, and both sides want to avoid the risk and expense of further litigation. The settlement is on behalf of the three people who filed the lawsuit, and anyone else who arranged to use, attempted to arrange to use, or were deterred from using SuperShuttle’s services between May 5, 2023 and the date the Court approves the settlement, and requires a WAV due to their disability. The Court has not decided any part of this case in favor of either side.

WHAT DOES THE SETTLEMENT PROVIDE?

Under the settlement, the following things would happen, but only if the Court approves the settlement:

Provision of WAVs

Within six months of the Court’s approval, SuperShuttle will request its affiliates (a) have WAV offerings available to serve (i) each of the airports to which shuttle service can be booked on the SuperShuttle website and (ii) all service areas in which point-to-point service can be booked on the SuperShuttle website; (b) at all hours in which customers may book non-WAV airport transportation service; (c) in service categories for express rides and shared ride shuttles; (d) at the same cost as non-WAV airport transportation service; and (e) with no more than 72 hours’ advanced notice.

Upon renewal of affiliates’ contract agreements, SuperShuttle will require these things of affiliates.

Maintenance of WAVs

SuperShuttle will require its affiliates to maintain wheelchair accessible vehicles, including all ramps and/or lift equipment, in working condition and according to the manufacturer’s and dealer’s recommendations. If an affiliate’s WAV is out of service, it will notify SuperShuttle and provide an expected duration of service interruption.

Training Requirements for WAV Operators

Within four months of settlement approval, SuperShuttle will request that affiliates require WAV Operators to complete Non-Emergency Medical Transportation Accreditation Commission[®] (NEMTAC)'s certification in Advanced Mobility Device Securement[™] (AMDS) or an equivalent training. Upon contract renewal, SuperShuttle will incorporate this requirement in affiliate contracts.

Training for Customer Service Representatives

Within two months of settlement approval, SuperShuttle will adopt mandatory training for its Customer Service Representatives regarding (a) the availability of WAVs; (b) how to schedule WAVs; (c) respectful service to individuals with disabilities; (d) not denying service animals; and (e) what to do when a WAV has been reserved but is not provided.

Modification of Website

SuperShuttle will modify its web and mobile-based reservation systems to allow customers to book WAV service using the same methods and with the same convenience as customers who do not require WAV service.

Monitoring

SuperShuttle will provide regular reports to Class Counsel about its compliance with the settlement agreement.

WHAT ELSE DO I NEED TO KNOW ABOUT THE SETTLEMENT AGREEMENT?

Release of Claims

If the settlement is approved, Class Members will release (give up) any claims that fit *all* of the following:

- are for injunctive relief (which is relief in the form of changing one's actions) or declaratory relief (which is relief in the form of a court saying that specific actions violate the law);
- are based on the accessibility of SuperShuttle's services to wheelchair users due to the lack of WAVs or failure to arrange WAV transportation;
- are based on things that happened on or before the date the settlement is approved by the Court; and
- are under federal laws that prohibit discrimination on the basis of disability, like the Americans with Disabilities Act, or under state laws that prohibit discrimination on the basis of disability.

This means that Class Members will not be able to bring another lawsuit about these claims. Instead, the Class Representatives and Class Counsel will enforce the terms of the settlement if Defendants do not comply with its terms.

WHAT HAPPENS NEXT IN THIS LAWSUIT?

Because the settlement of a class action decides the rights of all members of the Class, the Court must determine whether the settlement is fair and should be approved. The settlement will only take effect if the Court decides that it is fair and approves it. The Court will hold a hearing to decide whether to approve the settlement. This hearing is called a Fairness Hearing. The Fairness Hearing will be held at:

Where: Oakland Federal District Courthouse, 1301 Clay Street, Courtroom 1, Fourth Floor, Oakland, CA 94612

When: Tuesday, May 26, 2026 at 2:00 p.m.

The date of the hearing may change without further notice to members of the class. To confirm the hearing date, go to <https://dralegal.org/case/garrett-v-whc-worldwide/>.

You do not have to attend the Fairness Hearing, but you may attend the hearing. You may also ask the Judge for permission to speak at the Fairness Hearing and express your opinion about the settlement. If you wish to do so, you need to make that request by April 21, 2026. To make a request, follow the instructions below for making an Objection.

If the Court approves the settlement, all Class Members will be bound by the terms of the settlement. If the Court does not approve the settlement, the lawsuit will continue as if there was no settlement.

DO I HAVE A LAWYER IN THIS LAWSUIT?

In a class action, the court appoints some class members as representatives of the class, and appoints lawyers to work on the case and represent the interests of all the class members. For this case, the Court has preliminarily appointed lawyers from a nonprofit organization called Disability Rights Advocates as the lawyers for the Settlement Class. These lawyers are called “Class Counsel.” The lawyers who have been appointed as Class Counsel are the lawyers who negotiated this settlement.

The lawyers from Disability Rights Advocates do not represent your individual interests, they only represent you as a member of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

DO I HAVE TO PAY THE LAWYERS IN THIS LAWSUIT?

You will not have to pay Class Counsel for their work on the lawsuit.

To date, Class Counsel have not received any money for their work on this case or for the expenses that they have incurred for the case. Instead, the Parties have agreed that Plaintiffs may ask the Court to award them up to \$122,000 in attorneys’ fees and costs incurred from the beginning of this case all the way through the end of the agreement. Any such award will be paid by Defendants. You will not be required to pay any portion of such award.

Disability Rights Advocates' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

WILL I GET MONETARY COMPENSATION?

This settlement does not include monetary compensation for Settlement Class members. This means that if you are a Settlement Class member, you will not receive monetary compensation as part of this settlement, and such claims are not released by the settlement.

WHAT IF I DON'T AGREE WITH THE SETTLEMENT?

If you disagree with any part of the settlement, you may submit an "Objection" to the Court in writing. You have the right to ask the Court not to approve the settlement. You must give specific reasons why you think the Court should not approve the settlement. The Court will consider your views. The Court can only approve or deny the settlement—it cannot change the terms of the settlement or exclude you from the settlement. You may hire your own lawyer to help you with this process, but you do not have to.

To object, you must submit a letter to the Court that includes **all** of the following information:

- The case name and number: *Garrett, et al. v. WHC Worldwide, LLC, et al.*, Case No. 4:25-cv-03904-YGR;
- your full name and address;
- the name of your lawyer, if you have one;
- the reasons for your objection;
- whether your objection applies to just you, a part of the Class, or the entire Class;
- whether you and/or your lawyer want to appear at the Fairness Hearing; and
- your signature.

You can submit a written objection in one of three ways:

1. **In Person:** Take your written objection to any location of the United States District Court for the Northern District of California. Those locations can be found on the Court's website: <https://cand.uscourts.gov/about-court/court-locations>. You must deliver your letter in person by April 21, 2026.
2. **By Mail:** Mail your written objection to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612. The envelope must be postmarked by April 21, 2026.
3. Do not send your objection to Plaintiffs, Class Counsel, Defendants, or Defendants' lawyers.
4. **Electronically:** File your objection by April 21, 2026 using the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

If you file a written objection by the deadline, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

IF YOU DO NOT MAKE A WRITTEN OBJECTION WITHIN THE TIMELINES ABOVE, YOU WILL WAIVE YOUR ABILITY TO OBJECT AND WILL NOT BE ABLE TO MAKE ANY OBJECTION TO THE SETTLEMENT.

IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.

FURTHER INFORMATION

This notice only summarizes the terms of the proposed settlement agreement. The complete settlement with all its terms can be found here: <https://dralegal.org/case/garrett-v-whc-worldwide/>. To get a copy of the settlement agreement or get answers to your question:

- visit the following website: <https://dralegal.org/case/garrett-v-whc-worldwide/>;
- contact Class Counsel at (510) 665-8644, SuperShuttleSettlement@dralegal.org, and/or by mailing a letter to:
Disability Rights Advocates
ATTN: Meredith Weaver
2001 Center Street, Third Floor
Berkeley, CA 94704-1204
- access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or
- visit the office of the Clerk of the Court for the United States District Court for the Northern District of California Oakland Division, located at 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. Please do not call the Court or the Court Clerk's office to ask about this settlement or the objection process.

To obtain a copy of this Notice in an alternative accessible format, please contact Class Counsel.