

## CLASS ACTION SETTLEMENT AGREEMENT

### *Cline v. West Los Angeles College, et al.*

This Settlement Agreement, including all exhibits hereto (“Agreement”) fully and finally resolves all claims asserted in *Cline v. West Los Angeles College, et al.*, United States District Court for the Central District of California, Case No. 2:22-cv-02335-MWF (KSx) (“Action”) against Defendants West Los Angeles College (“WLAC”) and Los Angeles Community College District (“LACCD”).

### DEFINITIONS

For the purposes of this Agreement only, the following terms are defined as follows:

1. “ADA Officer” means a designated employee who coordinates its efforts to comply with and carry out its responsibilities in accordance with Title II of the Americans with Disabilities Act, including but not limited to 35 C.F.R. § 35.107.
2. “Class” and “Settlement Class” may be used interchangeably and means all individuals who have disabilities that make it difficult for them to navigate long distances, up inclines, and/or uneven terrain, and attend, would like to attend, or will attend on-campus classes or events at West Los Angeles College.
3. “Class Counsel” means Law Office of Autumn Elliott, Disability Rights California, Disability Rights Advocates, and Law Office of Aaron J. Fischer.
4. “Class Representative” means Robin Cline, Plaintiff in the Action.
5. “Court” means the United States District Court for the Central District of California, the Honorable Michael W. Fitzgerald presiding as District Judge, or any judge who succeeds him as the judge for this Action.
6. “Date of Execution” means the date this Agreement is fully executed by all Parties.
7. “Defendants” means West Los Angeles College (WLAC) and Los Angeles Community College District (LACCD).
8. “DSPS Office” means the office of Disabled Students Programs & Services at WLAC.
9. “Effective Date” or “Effective Date of Settlement” means the date of the Court’s issuance of a Final Approval Order.
10. “Final Approval Order” means the final judgment and order entered by the Court, following the Final Fairness Hearing, which approves the Class Settlement Agreement in this Action.
11. “Final Fairness Hearing” means the Court hearing conducted pursuant to Federal Rules of Civil Procedure, Rule 23(e)(2) where the Parties will request the Final Approval Order be

entered approving the Settlement Agreement. The Final Fairness Hearing must occur at least 30 days after the Objection Deadline, on such date as set by the Court.

12. “Notice” means the notice of the Settlement Agreement and of the Final Fairness Hearing pursuant to Federal Rules of Civil Procedure, Rule 23(c)(2)(A). The Notice will be disseminated to Settlement Class Members in accordance with the terms of the Preliminary Approval Order.

13. “Objection” means the formal objection and any supporting documents that a Settlement Class Member or the legal representative of a Settlement Class Member may submit to object to the Settlement Agreement in accordance with Section C of this Agreement, which pertains to Objections to Settlement Procedures.

14. “Objection Deadline” means the date by which a Settlement Class Member must submit an Objection to the Settlement Agreement. The Objection Deadline shall be at least thirty (30) days before the Final Fairness Hearing.

15. “Objector” means a Settlement Class Member who submits an Objection or on whose behalf a legal representative submits an Objection.

16. “Party” or “Parties” means Plaintiff, Robin Cline, and Defendants, WLAC and LACCD.

17. “Plaintiff” means Robin Cline.

18. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, preliminarily certifying the Settlement Class, and authorizing dissemination of the Notice.

19. “Released Claims” means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, liabilities under Title II of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, California Government Code Section 11135, California Education Code 66270, California’s Unruh Civil Rights Act (Civil Code Section 51 et seq.) and California’s Disabled Persons Act (Civil Code Section 54), whether known, unknown, legal, equitable, or otherwise, that arise out of the allegations in the First Amended Complaint (ECF No. 37) through the Effective Date of Settlement. This Release does not apply to claims for damages or to other individual claims by a Settlement Class Member other than those claims made by Plaintiff Robin Cline.

20. “Settlement Class Members” means the members of the Settlement Class.

21. “Shuttle Service” means an on-campus transportation service available to individuals with disabilities on the campus of WLAC, as described by the terms set forth in Section B of the Terms of Settlement of this Agreement.

## RECITALS

22. Plaintiff Robin Cline is an individual with multiple sclerosis, a condition that substantially limits her ability to walk. Plaintiff is also a student at WLAC seeking to participate in educational courses, programs, and activities at WLAC. Plaintiff has brought this action on behalf of all other individuals with disabilities that affect their mobility that are similarly situated

to Plaintiff. For purposes of this Agreement only, Defendants agree that Plaintiff is an adequate representative of the Settlement Class.

23. Defendant WLAC is a public community college located in Culver City, California. Defendant LACCD is the community college district serving the City of Los Angeles, California and some of its neighboring cities. LACCD's campuses and offices are located in Los Angeles, including WLAC in Culver City. At all relevant times, Defendants LACCD and WLAC are and have been public entities within the meaning of Title II of the ADA, as that term is defined under 42 United States Code Section 12131(1) and 28 Code of Federal Regulations Section 35.104. At all relevant times, Defendants LACCD and WLAC have received and continue to receive federal financial assistance within the meaning of the Rehabilitation Act, 29 United States Code Section 794. At all relevant times, Defendants LACCD and WLAC have received and continue to receive state financial assistance within the meaning of California Government Code Section 11135.

24. On April 7, 2022, Plaintiff filed her class action Complaint alleging violations of Title II of the Americans with Disabilities Act (ADA) (42 U.S.C. §§ 12181, *et seq.*), Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. §§ 794, *et seq.*), California Government Code Section 11135, California Education Code Section 66270, and California's Unruh Civil Rights Act (Civil Code §§ 51, *et seq.*). (ECF No. 1). On January 9, 2023, Plaintiff filed her First Amended Complaint (ECF No. 37), which is the operative complaint alleging violations of the same statutes as the original Complaint, except for alleging violations of California's Disabled Persons Act (Civil Code §§ 54, *et seq.*) rather than the Unruh Civil Rights Act. In bringing this Action, Plaintiff alleges the denial of meaningful access to WLAC's educational programs and services due to the lack of accommodations provided to address inaccessible terrain and paths of travel throughout the campus. On behalf of herself and others similarly situated, Plaintiff seeks declaratory and injunctive relief, including on-campus transportation assistance for people with disabilities so that they enjoy meaningful access to the WLAC campus and the educational programs and services located therein.

25. This Action is a related case to *Guerra, et al. v. West Los Angeles College, et al.*, United States District Court for the Central District of California, Case No. 2:16-cv-06796-MWF (KSx) ("*Guerra*"). On July 29, 2024, the Honorable Judge Fitzgerald issued an injunctive order requiring Defendants to provide Plaintiffs Charles Guerra and Karlton Bontrager "an on-demand system or restoration of the point-to-point shuttle system" by August 26, 2024. (ECF No. 271). In response to this order, Defendants instituted an on-campus Shuttle Service in the form of a wheelchair-accessible van available to students, employees, and visitors with mobility disabilities who have received specific permission from the school. The details of the operation of this Shuttle Service are memorialized in the informational map entitled "West LA College On-Campus Shuttle," attached hereto as **Exhibit A**.

26. The Parties, who have exchanged substantial discovery and actively litigated the Action for more than two years, recognize the inherent uncertainty in this litigation, and the time and resources necessary to litigate the issues raised in the Action. The Parties desire to fully and finally resolve and settle the Action in a manner that is efficient and consistent with the findings and remedies in the related *Guerra* matter.

27. The Parties have engaged in substantive settlement negotiations, including months of negotiating injunctive relief for the Class.

### TERMS OF SETTLEMENT

28. The Parties agree that, for the purposes of this Agreement, the Action should be certified and proceed as a class action under Federal Rules of Civil Procedure, Rule 23(b)(2) for settlement purposes only. Class Counsel shall serve as counsel for the Settlement Class.

#### A. Class Definition.

29. The Parties agree that the class will consist of the Settlement Class, as set forth in the operative complaint and defined herein.

#### B. On-Campus Shuttle Transportation Service for Individuals with Disabilities

30. Shuttle Service. Defendants agree that they will provide on an ongoing basis a Shuttle Service on the campus of WLAC to be available to the Settlement Class, subject to students in the Settlement Class who wish to use the Shuttle Service registering with the DSPS office, and employees in the Settlement Class who wish to use the Shuttle Service registering with the ADA Officer, except that students and employees may use the Shuttle Service during campus visits prior to their registration with the DSPS office or ADA Officer.

31. Form of Shuttle Service. Defendants shall operate the Shuttle Service as either (a) a fixed-route transportation loop in accordance with the route depicted in **Exhibit A** with the stops for drop off and pick up maintaining the same or substantially the same locations unless there is a good faith reason that a stop must be relocated, either temporarily or permanently, such as in the instance of construction or some unplanned physical obstruction, in which case the stop will be relocated to the closest and safest accessible location possible, with accessibility to a shaded waiting area in the case of relocation of the stops described in paragraphs 32(c) and (d), or (b) a substantially similar alternative service, such as an on-demand service that is responsive to calls for transportation to a designated phone number, in furtherance of which Defendants have purchased and intend to use a 2024 PHED Mobility Roundabout Dual Wheelchair cart for the Shuttle Service, as more specifically described in **Exhibit B** hereto. Regardless of whether the Shuttle Service is operated as a fixed-route transportation loop or a substantially similar service, or whether the operation of the Shuttle Service is contracted out to a third party, the Shuttle Service shall at all times use a vehicle that is fully accessible to people with disabilities that affect their mobility.

32. Operation of Shuttle Service. Defendants shall operate the Shuttle Service with the following:

- a. The Shuttle Service shall have a reasonable response time, with completion of the fixed-route transportation loop in accordance with the route depicted in **Exhibit A** generally taking 15-20 minutes absent extenuating circumstances.
- b. The Shuttle Service will generally be in operation during all times that courses or programs, services and activities are offered on campus.

- c. Shuttle Service passengers who wish to access the Shuttle Service from the Shuttle Service stop located near the second floor exit of the South Parking Structure (“SPS) (designated as stop #9 in **Exhibit A**) and who would like to stand or sit in a shaded area while waiting for the Shuttle Service may wait in the shade provided by the SPS exit, or may wait on the concrete ledge seating, which is shaded by foliage, at the second floor exist of the SPS. The Shuttle Service will remain stopped at the SPS stop for sufficient time to ensure that people waiting in the shade of the SPS have the opportunity to board the shuttle vehicle.
- d. Shuttle Service passengers who need to sit or stand in any other locations while waiting for the shuttle will receive reasonable accommodations. For example, a passenger may wait in their personal vehicle until the Shuttle Service arrives, with arrangements for the driver to ensure that the passenger is able to board the vehicle.

33. Signage for Pick-Up Locations. Designated locations where the Shuttle Service stops to pick up passengers (as depicted in **Exhibit A**) shall be clearly marked with accessible signage that can be read by individuals who are standing or seated and includes information in Braille identifying that it is a Shuttle Service stop location for pick up.

34. Public Information about the Shuttle Service. Defendants shall provide students, employees and members of the public with information regarding the Shuttle Service and how students, employees or others may use this service.

- a. This information shall include:
  - (i) Hours of operation of the Shuttle Service;
  - (ii) Frequency of the Shuttle Service;
  - (iii) Phone number for a designated contact person(s) for any user of the Shuttle Service for concerns regarding the service;
  - (iv) That all students, employees, and visitors with disabilities that affect their mobility are permitted to use the Shuttle Service, subject to said students’ registering with the DSPS office, and said employees registering with the ADA Officer;
  - (v) If the Shuttle Service runs on a fixed route, locations of stops on campus;
  - (vi) Any additional information necessary for a passenger to use the Shuttle Service.
- b. Defendants shall publicly post the information required by subsection (a) such that it is clearly visible and accessible, in the following locations:
  - (i) On the WLAC website, on an accessible webpage.
  - (ii) In WLAC’s Welcome Center.

- (iii) In the DSPS Office. The DSPS Office shall also display a map of the shuttle in a readily visible location.

35. Obligations of Disabled Students Programs & Services. Information regarding the Shuttle Service shall be provided by the DSPS Office to students in the Settlement Class, and routinely offered as an accommodation when such students initially register with the DSPS office, and to currently registered students in the Settlement Class. Defendants will notify currently registered students in the Settlement Class by sending notification via email to the student's email address on file with the DSPS which includes the information regarding the Shuttle Service set forth in Paragraph 34(a) within 30 days of the Effective Date of this Agreement. Defendants will provide Class Counsel with the template notification referenced herein. When a student in the Settlement Class is approved to use the Shuttle Service as an accommodation, such approval shall be recorded by reference to the term "shuttle" when DSPS marks that a student has been approved for an "other" accommodation in Defendants' computer system. DSPS will also provide students approved to use the Shuttle Service as an accommodation with a copy of the Complaint Form attached as **Exhibit C**. WLAC will timely review and attempt to resolve any complaints presented on the form or received at the email address reflected on the form. WLAC will further send a response to any such complaints within 30 days, and will ask the student whether their concern has been resolved. If the student responds, either via email or on a paper copy of the form, that their concern has not been resolved, Defendants will forward a copy of the form or email to Class Counsel.

36. Obligations of ADA Officer. Information regarding the Shuttle Service shall be provided by WLAC's designated ADA Officer to WLAC employees in the Settlement Class, and routinely offered as an accommodation when such employees initially register with the ADA Officer, and to currently registered employees with mobility disabilities (if any). Defendants will notify currently registered employees in the Settlement Class (if any) by sending notification by email to the employee's email address on file with WLAC which includes the information regarding the Shuttle Service set forth in Paragraph 36(a) within 30 days of the Effective Date of this Agreement. Defendants will provide Class Counsel with the template notification referenced herein.

37. Obligations of Student Services. Information regarding the Shuttle Service shall be provided by the Office of Student Services to visitors in the Settlement Class and routinely offered as an accommodation when such visitors inquire about accommodations for disabilities that affect mobility.

38. Training. All Shuttle Service drivers who operate the vehicles used in the Shuttle Service shall be appropriately licensed and trained to ensure safe, respectful, and effective operation of the service for persons in the Settlement Class.

### **C. Compensation for Plaintiff Robin Cline**

39. In consideration of this Agreement and the promises set forth herein, the District agrees to make payment to Plaintiff Robin Cline in the amount of \$40,000, to be paid by way of a check made payable to Disability Rights California. Disability Rights California shall distribute these funds to Plaintiff Robin Cline as \$36,000 in personal injury damages and \$4,000 in statutory damages. The check shall be sent to Disability Rights California no later than 30 days after final approval of the Settlement Agreement by the Court.

#### **D. Attorneys' Fees and Costs for Litigation up to Date of Settlement Approval**

40. The Parties agree that the amount of fees and costs awarded to Class Counsel shall be determined by the Court. Following Preliminary Approval of this Agreement, Plaintiff will file a motion asking the Court to determine the reasonable amount of fees and costs for Class Counsel. Defendants reserve the right to oppose the amount of fees and costs sought by Plaintiff.

#### **E. Reporting**

41. Within 30 days after the Effective Date of this Agreement, Defendants shall provide Class Counsel with a certification that the requirements of Paragraph 31 (accessibility of shuttle vehicle), 35 (signage), 36 (posting of information), 37 (notification of students), and 38 (notification of employees) have been fully complied with. Such certification shall include a copy of any job description developed for any shuttle driver directly employed by Defendants and a certification that any such shuttle drivers have been adequately trained to fulfil the duties reflected in the job description.

42. Within 30 days of the end of the academic year in 2026 and 2027, Defendants shall provide Class Counsel with (a) the number of students approved to use the Shuttle Service during the preceding academic year and (b) any changes to the operation of the Shuttle Service as described in Paragraphs 31 and 32 that have continued through the end of the academic year.

#### **DURATION OF THE AGREEMENT**

43. The Agreement will terminate two years after completion of all the above terms of settlement.

#### **RELEASE BY PLAINTIFF AND SETTLEMENT CLASS MEMBERS**

44. Upon the Effective Date of Settlement, and with the exception of any actions necessary to enforce the Agreement prior to the termination of the Agreement, Plaintiff and Settlement Class Members, and their respective current or former trustees, beneficiaries, insurers, successors, assigns, legatees, heirs, partners, agents, personal representatives, and all other individuals or entities acting on Plaintiff's or a Settlement Class Member's behalf, shall release, forever discharge, and will not in any manner pursue the Released Claims, as set forth herein, against Defendants or any of Defendants' current or former directors, officers, administrators, agents, employees, divisions, branches, units, contractors, successors, and assigns, and all other individuals and entities legally acting on behalf of Defendants.

## SETTLEMENT PROCEDURES

### A. Joint Application for Preliminary Approval

45. Solely for the purpose of effectuating the Agreement, and subject to Court approval, the Parties hereby stipulate to the Settlement Class and to the appointment by the Court of Class Counsel for the purposes of implementing and monitoring this Agreement.

46. The Parties will jointly prepare and file an application for Preliminary Approval with the Court and take all other steps necessary to request a Final Fairness Hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and to seek the Court's Preliminary Approval of the Settlement Agreement.

47. If the Court does not grant Preliminary Approval of this Agreement for any reason, or if any motions or appeals are filed by third parties prior to Preliminary Approval, the Parties shall meet and confer to determine whether this Agreement can be amended or modified in a manner so as to secure the Preliminary Approval. If this is not attainable, this Agreement shall be null and void.

### B. Notice to Class

48. Within 60 days of the Court's granting of Preliminary Approval of the Agreement, the Parties will provide notice to the Settlement Class by distributing the Notice attached hereto as **Exhibit D**.

49. The Notice shall be sent to:

- a. All students with disabilities that affect their mobility who were enrolled at WLAC and registered with the DSPS Office from 2018 through Date of Execution using the last known contact information maintained by Defendants; and
- b. Current employees of WLAC/LACCD with disabilities that affect their mobility who have sought accommodations with the ADA Officer, if any, using the last known contact information maintained by Defendants.

50. The Notice shall be sent via electronic mail and via United States Mail by Defendants, who shall notify Class Counsel prior to distribution of the Notice to all WLAC students with disabilities that affect their mobility who are/were registered with DSPS during the applicable time period. The Notice is attached hereto as **Exhibit D**. The Notice shall be sent in English, Spanish, and other threshold languages, as defined by paragraph (3) of subdivision (a) of Section 1810.410 of Title 9 of the California Code of Regulations.

51. The Notice shall also be posted on the West Los Angeles College (WLAC) website, on an accessible webpage. Disability Rights California and Disability Rights Advocates will post the Notice on their respective websites.

52. The Notice will be available in alternative formats upon request to Defendants.

### C. Objections

53. Any Settlement Class Member or legal representative of a Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or the fees and costs allocated for Class Counsel, must submit an Objection on or before the Objection Deadline.

54. Objections should contain the following information:

- a. The case name and case number: *Cline v. West Los Angeles College, et al.*, Case No. 2:22-cv-02335-MWF (KSx);
- b. The Objector's name and county of residence;
- c. If the Objection is being submitted by the legal representative of a Settlement Class Member, the name of that legal representative;
- d. Whether the Objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- e. The specific grounds for the objection; and
- f. Whether the Objector or their legal representative wishes to speak at the Final Fairness Hearing.

55. Objections must be submitted in one of the following methods:

- a. Written Objections may be submitted in person at the United States District Court for the Central District of California or by United States Mail. If submitted by United States Mail, Objections must be postmarked by the Objection Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection and/or intention to appear has been timely submitted. In the event a postmark is illegible, the date of the mailing shall be deemed to be five days prior to the date that the copy of the Objection was received.
- b. Sign language video recordings may be submitted by email to Judge Fitzgerald's courtroom deputy. Such recordings will be forwarded jointly to Counsel for Defendants and Class Counsel.

56. Settlement Class Members who fail to submit timely Objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Settlement Agreement by appearing at the Final Fairness Hearing, appeal, collateral attack, or otherwise.

57. Any Objector or legal representative thereof who timely submits an Objection has the option to appear and request to be heard at the Final Fairness Hearing, either in person or through the Objector's counsel. Any Objector or legal representative thereof wishing to appear and be heard at the Final Fairness Hearing must state this intention in their Objection. Objectors who

fail to include a notice of their intention to appear in a timely filed Objection may not speak at the Final Fairness Hearing without permission of the Court.

58. If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and costs.

59. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit Objections to the Settlement Agreement or encourage appeal from the Court's Final Approval Order.

#### **D. Class Action Fairness Act ("CAFA") Notice**

60. Class Action Fairness Act ("CAFA"): Within ten days of the date that this Agreement is filed in the District Court for Preliminary Approval, Defendants will provide the Notice of this Settlement Agreement as required by the CAFA (28 U.S.C. § 1715(b)) to the U.S. Attorney General, the California Attorney General's Office, and/or any other necessary parties.

#### **E. Joint Application for Final Approval & Final Fairness Hearing**

61. The Parties will jointly prepare an application for and seek Final Approval from the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

62. Objectors or legal representatives thereof who intend to appear at the Final Fairness Hearing and require accommodations, including objectors who need to appear at the hearing remotely due to a disability, may request them from the Court pursuant to the Court's policies and practices on reasonable accommodations.

#### **F. Effect If Settlement Not Approved**

63. The Settlement Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval, if the Court does not grant Final Approval, or if the Effective Date of Settlement does not occur for any other reason, the Settlement Agreement will be deemed null and void *ab initio*. In that event:

- a. The Preliminary Approval Order and Final Approval Order, to the extent they have been entered by the Court, will be vacated by operation of law;
- b. The Parties will be restored to their respective positions immediately preceding the execution of the Settlement Agreement, and any intervening Court rulings or decisions will be vacated;
- c. No term or condition of the Settlement Agreement, or any draft thereof, of any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever; and
- d. Parties will retain all rights to object to any attempt by any Party to reference, cite to, or rely upon, in any way, the Settlement Agreement or any factual or legal

statement or conclusion within it, including as to (i) the sufficiency of any particular action(s) to satisfy obligations under Title II, Section 504, or California state law; or (ii) the feasibility of the maintenance of the Action as a class action.

### **G. Modifications Suggested by the Court**

64. If the Court suggests any modifications to the Settlement Agreement or conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members or the Class Representative, or the cost to or burden on Defendants, the content or extent of Notices required to Settlement Class Members, or the scope of any of the releases contemplated in this Agreement. If the Court orders or proposes such additions or modifications and one or more of the Parties do not agree to make such additions or modifications, the Parties will have the right to terminate the Agreement within 30 days from the date of the Court's order or proposal.

65. If either Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of paragraph 72 above will apply.

### **H. Dismissal**

66. Within 30 days of the Final Approval Order and Effective Date of Settlement, the parties shall jointly ask the Court to dismiss the Action and to retain jurisdiction over this matter for the purpose of ensuring compliance with the terms of the Agreement.

### **I. Dispute Resolution Process**

67. If a dispute arises concerning implementation of the Agreement, before filing any motion to enforce the terms of this Agreement, the Party seeking relief shall first contact counsel for the opposing Party in writing to request a meeting. The meeting shall take place within 10 business days of notification, or at a further date mutually agreed to by the Parties. At the meeting, the Parties will discuss thoroughly, preferably in person or by video conference, the substance of the dispute or contemplated motion and any potential resolution.

68. If, after meeting, either Party determines that the dispute cannot be resolved informally, the Parties shall request that the U.S. District Court for the Central District of California's ADR Program convene a conference for the parties to discuss the dispute, or alternatively the Parties may agree to mediation with a mutually agreeable magistrate judge or private mediator.

69. If the conference with the ADR Program is not successful, or the non-aggrieved Party does not engage in good faith in the meet and confer process, then the aggrieved Party may file a motion with the Court to enforce the Agreement. Any motion to enforce or other action to enforce this Agreement shall not be commenced until 30 days after the conference with the ADR Program.

70. Notice required by this Section B of Settlement Procedures shall be given by in-person delivery or United States Certified First Class Mail, and via electronic mail to the Parties' counsel of record in this litigation as follows:

- a. For Defendants, West Los Angeles College and Los Angeles Community College District:

Cynthia M. Germano  
Michael Travis  
BEST BEST & KRIEGER LLP  
3390 University Avenue, 5th Floor  
P.O. Box 1028  
Riverside, California 92502  
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michael.travis@bbklaw.com  
Attorneys for Defendants

- b. For Plaintiff:

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E-Mail: autumn@elliottimpact.com  
Attorneys for Plaintiff

AND

Alexandra Robertson  
DISABILITY RIGHTS CALIFORNIA  
888 W. Sixth Street, Suite 700  
Los Angeles, California 90017  
E-Mail: alexandra.robertson@disabilityrightsca.org  
Attorneys for Plaintiff

#### **ADDITIONAL PROVISIONS**

71. No Admission of Liability. This Agreement is made in compromise of a dispute. Neither the Agreement nor anything that the Parties stated or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of either Party's fault, liability, or wrongdoing. Defendants expressly deny any liability or wrongdoing whatsoever. This is a settlement of disputed claims, and the Parties agree that, in entering into this Agreement, neither concedes its position. Nothing in this Agreement shall be interpreted or construed by a court as an admission by any Party. This Agreement does not constitute an adjudication or finding on the merits of the claims alleged in the Plaintiff's pleadings.

72. Construction and Interpretation. The following additional terms shall govern the construction and interpretation of this Agreement.

- a. Knowledge and Advice of Counsel. Each Party enters into the Agreement with the opportunity to seek the advice of counsel and executes the Agreement being fully informed as to its terms, content, and effect.
- b. Entire Agreement. The Settlement Agreement and attached exhibits set forth all terms agreed to by the Parties and supersede all previous or contemporaneous agreements between the Parties relating to the Agreement's subject matter. It is further agreed by and between and among the Parties that this document constitutes the sole, entire, and complete agreement between the parties to resolve the claims set forth in the Federal Action and the State Action. In entering into the Agreement, no party has relied on, and no party will have any right or remedy based on, any statement or representation except those expressly set forth in the Agreement.
- c. No Construction Against Any Party. The terms of the Agreement have been negotiated at arm's-length among knowledgeable parties represented by experienced counsel. The Parties agree that the normal rule of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of the Agreement, as the Parties each participated in the drafting of the Agreement.
- d. Headings and Captions. The headings and captions of sections in the Agreement are inserted for convenience, reference, and identification purposes only, and shall not control, define, limit, or affect any provisions of the Agreement.

73. Severability. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but the Agreement shall be construed as if it did not contain the illegal provision, and the rights and obligations of the Parties shall be construed and enforced accordingly.

74. Governing Law. The interpretation and enforcement of this Agreement is governed by federal and California law.

75. Amendments. Any amendment must be in writing, signed by Class Counsel and Defendants' Counsel, expressly state that it is amending the Agreement, and be approved by the Court.

76. Execution in Counterparts. This Agreement may be executed through the use of two or more counterparts, including through electronic signatures, each of which will be deemed an original, and together shall constitute one written instrument. Photographic, digital, or facsimile copies of signed counter parts may be used in lieu of the originals for any purpose and shall have the same force and effect as an original ink signature.

77. This Agreement shall be signed by each of the Parties and their counsel. The undersigned represent that they have the full power and authority to execute this Agreement and to bind the Parties.

78. The Parties represent that they had the opportunity to consult and rely upon the legal advice of their choice, and that the terms of this Agreement have been read and the consequences

(including risks, complications, and costs) have been completely understood by each party and explained by their respective counsel. The parties further acknowledge that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in the Agreement.

79. No prior versions of this Agreement, or written proposals of any party, are admissible in any courts or for any purpose, including, but not limited to, use to interpret the meaning of this Agreement.

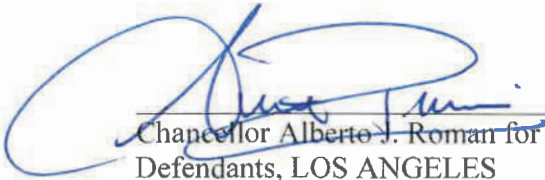
80. To the extent the applicable law, legal requirements, or circumstances change, such that any settlement term is rendered void or unenforceable, the law shall control over the settlement terms.

**IT IS SO STIPULATED AND AGREED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff, ROBIN CLINE

Dated: 02-04-2026

  
\_\_\_\_\_  
Chancellor Alberto J. Roman for  
Defendants, LOS ANGELES  
COMMUNITY COLLEGE DISTRICT  
and WEST LOS ANGELES  
COLLEGE

Approved as to Form:

LAW OFFICE OF  
AUTUMN ELLIOTT

Dated: \_\_\_\_\_

\_\_\_\_\_  
AUTUMN M. ELLIOTT  
Attorneys for Plaintiff

DISABILITY RIGHTS CALIFORNIA

Dated: \_\_\_\_\_

\_\_\_\_\_  
ALEXANDRA M. ROBERTSON  
Attorneys for Plaintiff

(including risks, complications, and costs) have been completely understood by each party and explained by their respective counsel. The parties further acknowledge that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in the Agreement.

79. No prior versions of this Agreement, or written proposals of any party, are admissible in any courts or for any purpose, including, but not limited to, use to interpret the meaning of this Agreement.

80. To the extent the applicable law, legal requirements, or circumstances change, such that any settlement term is rendered void or unenforceable, the law shall control over the settlement terms.

**IT IS SO STIPULATED AND AGREED.**

Dated: " #) #!#'

*Robin Cline*  
\_\_\_\_\_  
Plaintiff, ROBIN CLINE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chancellor Alberto J. Roman for  
Defendants, LOS ANGELES  
COMMUNITY COLLEGE DISTRICT  
and WEST LOS ANGELES  
COLLEGE

Approved as to Form:


LAW OFFICE OF  
AUTUMN ELLIOTT

Dated: \_\_\_\_\_

\_\_\_\_\_  
AUTUMN M. ELLIOTT  
Attorneys for Plaintiff

DISABILITY RIGHTS CALIFORNIA

Dated: January 28, 2026

  
\_\_\_\_\_  
ALEXANDRA M. ROBERTSON  
Attorneys for Plaintiff

(including risks, complications, and costs) have been completely understood by each party and explained by their respective counsel. The parties further acknowledge that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in the Agreement.

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**IT IS SO STIPULATED AND AGREED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff, ROBIN CLINE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chancellor Alberto J. Roman for  
Defendants, LOS ANGELES  
COMMUNITY COLLEGE DISTRICT  
and WEST LOS ANGELES  
COLLEGE

Approved as to Form:

LAW OFFICE OF  
AUTUMN ELLIOTT

Dated: " #) #!#" \_\_\_\_\_

\_\_\_\_\_  
*Autumn M. Elliott*  
AUTUMN M. ELLIOTT  
Attorneys for Plaintiff

DISABILITY RIGHTS CALIFORNIA

Dated: \_\_\_\_\_

\_\_\_\_\_  
ALEXANDRA M. ROBERTSON  
Attorneys for Plaintiff



LAW OFFICE OF AARON J. FISCHER

Dated: \_\_\_\_\_

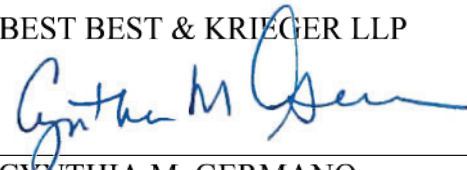
\_\_\_\_\_  
AARON J. FISCHER  
Attorneys for Plaintiff

DISABILITY RIGHTS ADVOCATES

Dated: \_\_\_\_\_

\_\_\_\_\_  
AMELIA EVARD  
Attorneys for Plaintiff

BEST BEST & KRIEGER LLP



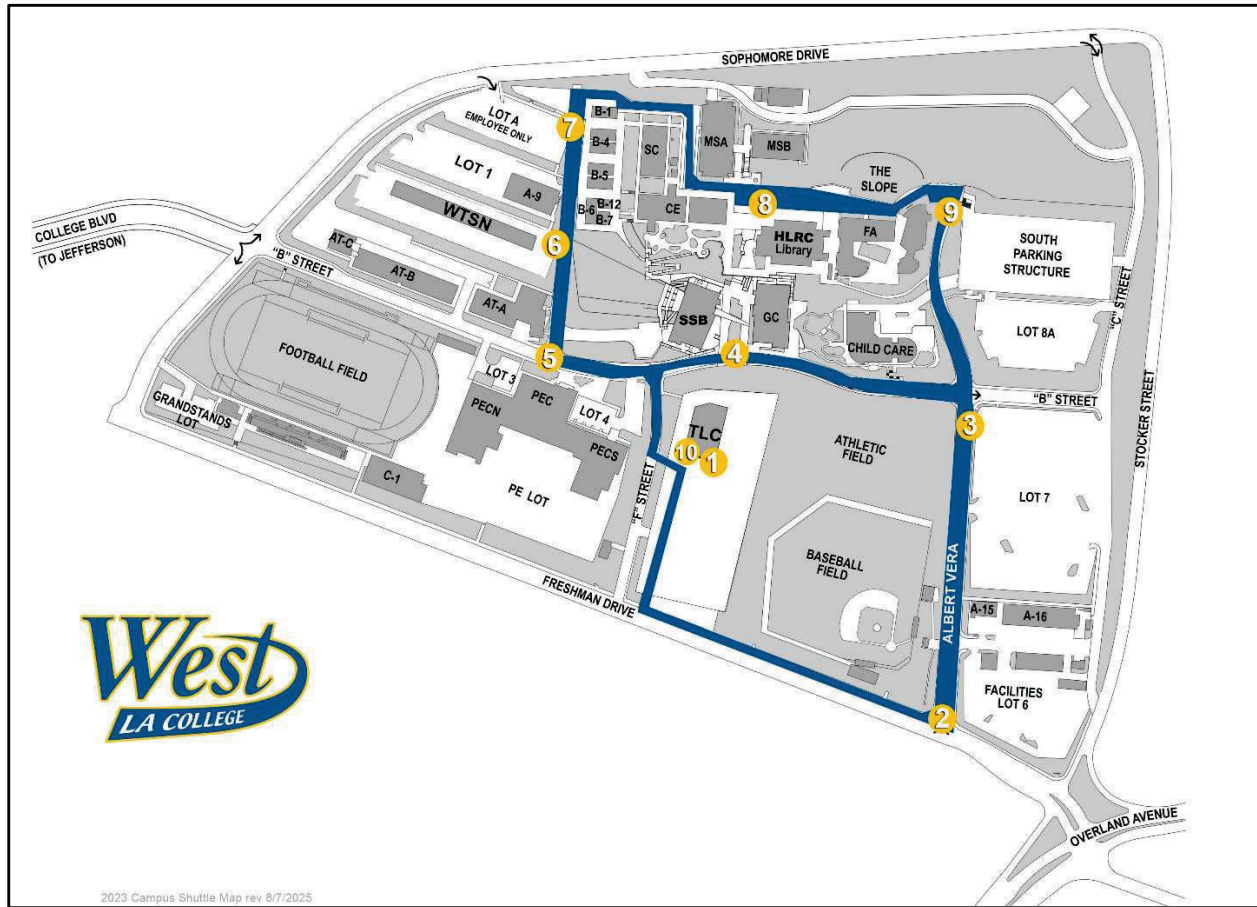
Dated: February 9, 2026 \_\_\_\_\_

\_\_\_\_\_  
CYNTHIA M. GERMANO  
Attorneys for Defendants, WEST LOS  
ANGELES COLLEGE and LOS  
ANGELES COMMUNITY COLLEGE  
DISTRICT

# EXHIBIT

# A

# West LA College On-Campus Shuttle



**WLAC Shuttle riders must have sign off from our Office of Disabled Student Programs & Services (DSPS) to use the shuttle, except for students who need to use the shuttle to initially request accommodations at the DSPS office.**

**To register as a rider, students should contact (DSPS) to request an accommodation.  
DSPS Contact Information: w: WLAC.edu/DSPS e: [dsp@wla.edu](mailto:dsp@wla.edu) p: 310.287.4450**

## Shuttle Loop Stops

1. Technology Learning Center (TLC) / Parking Lot #5
2. Corner of Albert Vera & Freshman
3. Albert Vera at Lot #7
4. Student Services Building (SSB) Courtyard entrance
5. B Street / E Street Intersection
6. E Street at Watson Center (WTSN)
7. E Street at Parking Lot A
8. Wildcat Walkway at Library (HLRC)
9. Wildcat Walkway at Parking Structure
10. Technology Learning Center (TLC) / Parking Lot #5

## Shuttle Hours

**Monday – Friday:**  
6:30 am – 10:30 pm

**Saturday:**  
11:00 am – 3:00 pm

**Shuttle Frequency:**  
Approximately every 15 minutes

**Disabled passengers** are given priority access to ride



Rev 8/14/2025

Bus/2024 On Campus Shuttle Map

# EXHIBIT

# B

### Equipment Quote

 <p>A division of Haaker Equipment</p>	<p><b>Total Clean</b>                  2070 N White Ave                  La Verne, CA 91750                  Phone: (909) 630-4759                  Fax: (909) 598-1427</p>	
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<p><b>Carlos Godoy</b>                  West Los Angeles College                   9000 Overland Ave.                  Culver City, CA 90230</p>	<p>Phone number:                  310-287-4368                   Email:  <a href="mailto:GODOYC@WLAC.EDU">GODOYC@WLAC.EDU</a></p>	<p>Date:                  2/20/2025                   Rep: Ruben Ortiz                  323-485-4650</p>
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**Pricing in accordance to FF&E Master Agreement contract #40590**

Item #	Qty	Item Number	Description	Unit Price	Unit Total
1	1	RIDEABOUT-110AH	2024 PHED MOBILITY RIDEABOUT - DUAL Wheelchair Model - (BLUE COLOR)	\$18,945.00	\$18,945.00
2	1		Expanded and Enhanced Decking for Improved Accessibility		
3	1		Manual Bi-Fold, Lightweight Aluminum Ramp - 37" wide/60" long, 1,000 pound weight capacity		
4	1	DCR	Dual Wheelchair RIDEABOUT Model	\$2,779.00	\$2,779.00
5	1	RCP	Remote Control Power Ramp	\$1,669.00	\$1,669.00
6	1	STR	Safety Triangle	\$30.00	\$30.00
7	1	RCM1	Ramp Cover - Marine Vinyl	\$225.00	\$225.00
8	1	RFPS	Removable Front Passenger Seat	\$599.00	\$599.00
9	1	ODWP	Outdoor Weather Proof Cover	\$175.00	\$175.00
		Included	AMF Bruns Wheelchair Restraints (8), Adjustable Fold Out Driver Seat with Seat Belt & Storage, 120" Extended Roof, Passenger Seat Belts, Front and Rear Mechanical Brakes, Mechanical Parking Brake, Reverse Camera and Monitor.		
		Included	Rearview & Side Mirrors, Rear Facing Fold Down Seat with Seat Belts, 9" Touchscreen with Speedometer & Battery Meter, Altro PVC Vinyl Flooring, LED Running Lights LED Headlights, Taillights, Brake Lights, Turn Signals, Horn & Reverse Alarm; 2" Aluminum Wheelspacers (rear), Front & Rear Heavy Duty Coil Over Shocks, Rear Leafsprings, Premium Tires and Rims, USB Ports (2), Safety Wheelchocks, Onboard Battery Charger & Cable		
			Sutotal		\$24,422.00
			Freight		\$4,000.00
		10.25%	Tax		\$2,503.26
<b>Total</b>					<b>\$30,925.26</b>

Thank you for your business

# EXHIBIT

# C

[ADD DSPTS LETTERHEAD]

Student Name: \_\_\_\_\_

You have been approved by the DSPTS office to use the WLAC shuttle service as an accommodation for the \_\_\_\_\_ semester.

If you have any concerns about the operation of the shuttle service, please contact DSPTS at [dsps@wlac.edu](mailto:dsps@wlac.edu).

If you have a comment about how WLAC can improve the shuttle service or if you have an issue with the operation of the shuttle service, please fill in the information requested and submit to [ADA-ShuttleService@wlac.edu](mailto:ADA-ShuttleService@wlac.edu).

Nature of concern: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date written concern submitted: \_\_\_\_\_

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You can give this form to your DSPTS counselor, and they will provide you with a photocopy.

WLAC will send you an email within 30 days responding to your complaint. The email will ask you whether your complaint has been resolved within those 30 days. You can either respond to the email or submit a response to the question below on this form. If you need a new form, the DSPTS Office can provide one.

Was your concern resolved within 30 days:

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

Your response to the question helps us track and address concerns about the shuttle service. If you do not answer the question, your concern will be deemed to have been resolved. However, filling out this form and responding to the question about whether your concern was resolved after 30 days does not prevent you from filing a formal grievance with the College ADA Coordinator about this or any other accommodation.