

1 SHAWNA PARKS (CA BAR NO. 208301)  
sparks@dralegal.org  
2 SEAN BETULACEAE (CA BAR NO. 308645)  
sbetouliere@dralegal.org  
3 MEREDITH J. WEAVER (CA BAR NO. 299328)  
mweaver@dralegal.org  
4 Disability Rights Advocates  
2001 Center Street, Third Floor  
5 Berkeley, California 94704-1204  
Tel: (510) 665-8644  
6 Fax: (510) 665-8511

7 ELIANA FISHER (pro hac vice)  
efisher@dralegal.org  
8 Disability Rights Advocates  
655 Third Avenue, Suite 2619  
9 New York, NY 10017-5621  
Tel: (212) 644-8644  
10 Fax: (212) 644-8636

11 Attorneys for Plaintiffs

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

15 CARINA HO and CHRISTINA MILLS, on  
behalf of themselves and all others similarly  
16 situated,

17 Plaintiffs,

18 v.

19 THE HERTZ CORPORATION; HERTZ  
GLOBAL HOLDINGS, INC.; and RENTAL  
20 CAR INTERMEDIATE HOLDINGS, LLC,

21 Defendants.

**Case No. 3:24-cv-01066-MMC**

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CERTIFYING  
SETTLEMENT CLASS, APPROVING  
NOTICE, AND SETTING DATE FOR  
FAIRNESS HEARING**

## INTRODUCTION

1  
2 Plaintiffs Carina Ho and Christina Mills (“Plaintiffs”) have applied to the Court for an order  
3 certifying a class for settlement purposes and preliminarily approving the settlement of this action in  
4 accord with the proposed Class Settlement Agreement (“Agreement”), ECF No. 73-5, which sets forth  
5 the terms and conditions of a proposed class settlement, with the Court retaining jurisdiction to enforce  
6 the Agreement throughout its term.

7 Plaintiffs filed this action alleging that Defendants The Hertz Corporation, Hertz Global  
8 Holdings, Inc., and Rental Car Intermediate Holdings, LLC (“Hertz” or “Defendants”) were violating  
9 Title III of the Americans with Disabilities Act and California’s Unruh Civil Rights Act by  
10 discriminating against Plaintiffs and other people with disabilities who need hand controls in order to  
11 drive a rental vehicle. Specifically, Plaintiffs alleged that Hertz violated anti-discrimination laws by  
12 (1) providing hand controls in a limited subset of its vehicle categories, (2) charging customers who  
13 require hand controls more than they would be charged for the cheapest available vehicle without hand  
14 controls, and (3) subjecting hand control users to a more burdensome reservation process. Defendants  
15 denied these allegations.

16 Following multiple settlement conferences with the assistance of Magistrate Judge Joseph C.  
17 Spero and many additional exchanges between the Parties, the Parties have reached a proposed class  
18 settlement, which Plaintiffs contend is in the best interest of the Settlement Class and satisfies the  
19 requirements of Federal Rule of Civil Procedure 23. Among other things, the Agreement: (1) increases  
20 the Settlement Class’s access to vehicle models in Defendants’ fleet by expanding Hand Control  
21 availability to minivans; (2) ensures Defendants will provide Left-side<sup>1</sup> and Right-side Hand Controls in  
22 a number of other vehicle models; (3) preserves the Settlement Class’s access to vehicle models that are  
23 currently part of Hertz’s fleet by including provisions to address the potential that a manufacturer will  
24 begin installing knee bolster airbags in one of these vehicle models such that Left-side Hand Controls  
25 cannot be installed under Hertz’s policies; (4) ensures the Settlement Class receives the same prices that  
26

27  
28 <sup>1</sup> Unless otherwise noted, the Court adopts the Parties’ defined terms as set forth in Section II of the Agreement, and capitalizes those terms in this Order.

1 are available to Hertz customers who do not require Hand Controls; (5) requires changes to Hertz's  
2 website and phone reservation systems to make it easier for customers to reserve vehicles with Hand  
3 Controls; and (6) requires changes to Hertz's policies to ensure reservations with Hand Controls are  
4 communicated to the pick-up location.

5 Plaintiffs now ask that the Court enter an order: (i) granting preliminary approval of the  
6 Agreement; (ii) certifying the proposed Settlement Class and appointing Plaintiffs Ho and Mills as  
7 representatives of the Settlement Class and their counsel, Disability Rights Advocates, as Class Counsel,  
8 pending Final Approval; (iii) approving the Parties' proposed class notice (as revised) and directing that  
9 notice be disseminated; and (iv) setting deadlines for notice, objections, and a final fairness hearing.

10 Having read the papers submitted and carefully considered the arguments and relevant legal  
11 authority, and good cause appearing, as well as having considered the Parties' oral argument made at the  
12 hearings on this motion, the Court finds as follows:

### 13 **FINDINGS AND CONCLUSIONS OF LAW**

14 Plaintiffs allege that Defendants deny the full and equal enjoyment of Defendants' goods and  
15 services to potential customers with disabilities who need hand controls to operate a rental vehicle in  
16 violation of Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, *et seq.* and California's  
17 Unruh Civil Rights Act, Cal. Civ. Code § 51, *et seq.* ("Unruh Act"). ECF No. 1 (Compl.). Defendants  
18 deny these allegations. ECF No. 46 (Am. Answer).

19 Under Rule 23(e) of the Federal Rules of Civil Procedure, a class action settlement that is  
20 binding on absent class members requires court approval. *See Officers for Just. v. Civ. Serv. Comm'n of*  
21 *City & Cnty. of S.F.*, 688 F.2d 615, 623–24 (9th Cir. 1982). Settlement approval involves "a two-step  
22 process" in which the Court "first determines whether [the] class action settlement deserves preliminary  
23 approval and then, after notice is given to class members, whether final approval is warranted."  
24 *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1121–2 (N.D. Cal. 2016). Preliminary approval  
25 requires two elements: first, the court must determine that the settlement class meets the requirements  
26 for class certification if it has not yet been certified, Fed. R. Civ. P. 23(a)–(b); and second, the court  
27 must determine that the settlement is fair, reasonable, and adequate, Fed. R. Civ. P. 23(e)(2). *See*  
28 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1022, 1025–1026 (9th Cir. 1998), *overruled on other grounds*

1 by *Wal-Mart, Inc. v. Dukes*, 564 U.S. 338 (2011).

2 **A. The Proposed Settlement Class Meets the Requirements of Federal Rule of Civil**  
 3 **Procedure 23(a) and (b)(2).**

4 Pursuant to Federal Rule of Civil Procedure 23(a), class certification is proper if: (1) the class is  
 5 so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common  
 6 to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses  
 7 of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.  
 8 The proposed class must also be certifiable under one of the three sub-provisions of Rule 23(b). Rule  
 9 23(b)(2) is applicable here, which “permits class actions for declaratory or injunctive relief where ‘the  
 10 party opposing the class has acted or refused to act on grounds generally applicable to the class.’ ”  
 11 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997) (quoting Fed. R. Civ. P. 23(b)(2)).

12 Here, the proposed class for the purpose of settlement (“Settlement Class”) is defined as: “all  
 13 potential Hertz Customers with disabilities who need Hand Controls to operate a rental vehicle.”  
 14 Agreement § II. The Settlement Class, as defined in the Agreement, makes no substantive changes to  
 15 the definition of the nationwide class (“the ADA Class”) proposed in Plaintiffs’ Complaint, but does not  
 16 include the California subclass that was proposed in the Complaint. *Compare* Compl. ¶¶ 56 & 60 with  
 17 Agreement § II. However, Plaintiffs’ Complaint sought the same injunctive relief on behalf of both  
 18 classes and did not seek any damages on behalf of either class. Compl. ¶¶ 56–57, 60–61, 81, 84, 88–89,  
 19 92–93, 98, 100; *see* Cal. Civ. Code § 51(f). Given that the more expansive Settlement Class achieves  
 20 the same relief for the subclass proposed in the Complaint, the Court finds that omission of the Unruh  
 21 Subclass from the Agreement is appropriate. *See Cmty. Res. for Indep. Living v. Mobility Works of Cal.,*  
 22 *LLC*, No. 18-CV-06012-JSW, 2020 WL 10505224 at \*3 (N.D. Cal. Mar. 6, 2020) (finding differences in  
 23 settlement class definition “immaterial”).

24 The Court further finds the proposed Settlement Class meets the requirements of Rule 23(a) and  
 25 Rule 23(b)(2), as discussed below, and it is hereby certified pending final approval.

26 1. The Settlement Class is Sufficiently Numerous.

27 Numerosity demands that a class be large enough that joinder of all members would be  
 28 impracticable. Fed. R. Civ. P. 23(a)(1); *Hanlon*, 150 F.3d at 1019. Courts in this District have routinely

1 found that 40 class members is sufficient to meet the numerosity requirement. *Rannis v. Recchia*, 380  
2 Fed. Appx. 646, 651 (9th Cir. 2010); *see West v. Cal. Servs. Bureau, Inc.*, 323 F.R.D. 295, 303 (N.D.  
3 Cal. 2017); *Hernandez v. Cnty. of Monterey*, 305 F.R.D. 132, 153 (N.D. Cal. 2015); *Villalpando v. Exel*  
4 *Direct Inc.*, 303 F.R.D. 588, 605–06 (N.D. Cal. 2014). Furthermore, “plaintiffs do not need to state the  
5 exact number of potential class members, nor is a specific number of class members required for  
6 numerosity.” *Californians for Disability Rights, Inc. v. Ca. Dep’t of Transp.* (“*Caltrans*”), 249 F.R.D.  
7 334, 347 (N.D. Cal. 2008).

8         Though Plaintiffs here are unable to state the precise number of potential members in the  
9 proposed Settlement Class, available federal data indicates that approximately 3.25 million Americans  
10 used wheelchairs and/or motorized scooters in 2022. *See* NAT’L COUNCIL ON DISABILITY, *Ground*  
11 *Transp. for People with Mobility Disabilities 2025: Challenges and Progress* 26 (July 2025),  
12 [https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-](https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-2025.pdf)  
13 [2025.pdf](https://www.ncd.gov/assets/uploads/reports/2025/ncd-ground-transportation-mobility-disabilities-2025.pdf) (relying on data from the U.S. Department of Transportation). Furthermore, in 2001, the U.S.  
14 Department of Transportation estimated that 88,082 licensed drivers within the United States utilize a  
15 hand control device. U.S. DEP’T OF TRANSP., *Hand Control Usage and Safety Assessment* 13 (Aug.  
16 2001), *available at* <https://www.nhtsa.gov/sites/nhtsa.gov/files/handcontrol.pdf>. “[E]xtrapolating from  
17 the statistical data presented by plaintiffs,” the Court finds that even if only a small portion of these total  
18 populations are members of the Settlement Class, the Class would likely still number in the hundreds.  
19 *Caltrans*, 249 F.R.D. at 347. Accordingly, the Court finds that joinder of all Settlement Class members  
20 in a single proceeding would be impracticable and that the Settlement Class is sufficiently numerous.

21             2.         The Settlement Class Satisfies Commonality.

22         The commonality prerequisite concerns the existence of questions of law and/or fact common to  
23 the class and is “construed permissively.” *Hanlon*, 150 F.3d at 1019. At least one common contention  
24 must be capable of class-wide resolution. *Wal-Mart*, 564 U.S. at 350. “[T]he key inquiry is . . . whether  
25 class treatment will ‘generate common *answers* apt to drive the resolution of the litigation.’ ” *Abdullah*  
26 *v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013) (quoting *Wal-Mart*, 564 U.S. at 351).

27         Here, Plaintiffs challenged Defendants’ company-wide policies and practices regarding the  
28 installation of hand controls, which applied to every member of the Settlement Class. The Court finds

1 that Plaintiffs’ challenge to Hertz’s “system-wide” policies and practices which “affect[] all of the  
2 putative class members[,]” satisfies Rule 23(a)’s commonality requirement. *Parsons v. Ryan*, 754 F.3d  
3 657, 682 (9th Cir. 2014) (quoting *Rosas v. Baca*, No. 12 Civ. 428, 2012 WL 2061694, at \*3 (C.D. Cal.  
4 June 7, 2012)).

5 The Court further finds that Plaintiffs’ claims raise several common issues of law and fact which  
6 rely on common contentions that are not affected by the circumstances of any individual class members.  
7 See Compl. ¶¶ 8, 51, 91–92; ECF No. 34 (Joint Case Management Statement) § XIV. Such questions  
8 are thus capable of generating common answers and are appropriate for class-wide resolution. *Wal-*  
9 *Mart*, 564 U.S. at 351; *Hernandez*, 305 F.R.D. at 153 (“[C]ommonality is satisfied where the lawsuit  
10 challenges a system-wide practice or policy that affects all of the putative class members[.]”). The  
11 Court therefore finds that the Settlement Class satisfies Rule 23(a)’s commonality requirement.

### 12 3. Plaintiffs’ Claims are Typical of the Settlement Class.

13 The typicality prerequisite is met if Plaintiffs’ claims “are reasonably co-extensive with those of  
14 absent class members; they need not be substantially identical.” *Hanlon*, 150 F.3d at 1020; *see also*  
15 *Armstrong v. Davis*, 275 F.3d 849, 868–69 (9th Cir. 2001), *overruled on other grounds by Johnson v.*  
16 *California*, 543 U.S. 499, 504–05 (2005) (holding that a typical claim arises from similar injuries arising  
17 from the same course of conduct).

18 Here, like all members of the Settlement Class, Plaintiffs need Hand Controls to operate a rental  
19 vehicle due to a disability and are subject to the same Hertz policies and practices regarding reservations  
20 for vehicles with Hand Controls, which Plaintiffs allege are discriminatory against all class members  
21 under the ADA. Where plaintiffs allege the same harm, rely on the same legal theories, and seek the  
22 same declaratory and injunctive relief as all members of the class—as Plaintiffs do here—they are  
23 typical. *See Armstrong*, 275 F.3d at 868–69; *see also Parsons*, 754 F.3d at 685–86. The Court thus  
24 finds that the Settlement Class satisfies Rule 23(a)’s typicality requirement.

### 25 4. Plaintiffs and Class Counsel are Adequate Representatives.

26 The adequacy prerequisite requires that the “representative parties will fairly and adequately  
27 protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). To satisfy this element, the proposed class  
28 representatives must not have any conflicts of interest with other class members, and must pursue the

1 action vigorously on the class’s behalf. *Hanlon*, 150 F.3d at 1020.

2 Here, there are no apparent conflicts between Plaintiffs and other Settlement Class members, and  
3 the Agreement provides consistent injunctive relief for Plaintiffs and every member of the proposed  
4 Settlement Class. The Court finds that Plaintiffs Ho and Mills have fairly and adequately represented  
5 the interest of the Settlement Class and will continue to do so. The Court therefore finds that Plaintiffs’  
6 interests are aligned with the putative class and that Plaintiffs Ho and Mills are adequate representatives  
7 for the Settlement Class.

8 Pursuant to Federal Rule of Civil Procedure 23(g)(1)(A), the court must assess four factors in  
9 appointing class counsel: “(i) the work counsel has done in identifying or investigating potential claims  
10 in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types  
11 of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources  
12 that counsel will commit to representing the class.” The Court finds that Plaintiffs’ counsel has fully  
13 vetted the claims in this action, and is highly experienced in litigating complex class actions and impact  
14 cases involving disability rights violations and in monitoring class settlements resulting therefrom.

15 The Court also finds that Plaintiffs’ counsel satisfy the requirements of Rule 23(g). The Court  
16 hereby appoints Plaintiffs as representatives of the Settlement Class and Plaintiffs’ counsel, Disability  
17 Rights Advocates (“DRA”) as Class Counsel pending final approval.

18 5. The Settlement Class Satisfies Rule 23(b)(2).

19 Certification is appropriate under Rule 23(b)(2) because Defendants “ha[ve] acted or refused to  
20 act on grounds that apply generally to the class, so that final injunctive relief or corresponding  
21 declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). “[T]he  
22 primary role of this provision has always been the certification of civil rights class actions.” *Parsons*,  
23 754 F.3d at 686; *see also Amchem Prods.*, 521 U.S. at 614. Under Rule 23(b)(2), “it is sufficient if class  
24 members complain of a pattern or practice that is generally applicable to the class.” *Walters v. Reno*,  
25 145 F. 3d 1032, 1047 (9th Cir. 1988). The requirements are “almost automatically satisfied in actions  
26 primarily seeking injunctive relief.” *Baby Neal ex rel. Kanter v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994).

27 The Court finds that Plaintiffs’ claims, which are inherently systemic and thus appropriate for  
28 class-wide resolution, are precisely the type that Rule 23(b)(2) was intended to cover. Here, Plaintiffs

1 seek broad injunctive relief on behalf of a class of all potential Hertz Customers with disabilities who  
2 need Hand Controls to operate a rental vehicle, and allege that all proposed Settlement Class members  
3 are being denied access due to the same deficiencies in Defendants’ policies and practices. Moreover,  
4 the Settlement Class seeks only injunctive relief to address the alleged discrimination and does not seek  
5 any damages on behalf of the class nor release any such claims. Thus, the Court finds that certification  
6 of the proposed Settlement Class under Rule 23(b)(2) is appropriate.

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

9 **B. The Agreement is Fair, Reasonable, and Adequate.**

10 After demonstrating that class certification is proper, plaintiffs must “show that the court will  
11 likely be able to” approve their proposed settlement under the Federal Rule of Civil Procedure 23(e)(2)  
12 factors. Fed. R. Civ. P. 23(e)(1)(B). Under Rule 23(e), a court must determine whether a proposed class  
13 action settlement is “fair, reasonable, and adequate” and whether to give class members notice of the  
14 proposed settlement and an opportunity to voice approval or disapproval. *See* Fed. R. Civ. P. 23(e)(2);  
15 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). Rule 23(e)(2) requires courts to examine  
16 whether: (1) the class representatives and class counsel have adequately represented the class; (2) the  
17 proposal was negotiated at arm’s length; (3) the relief provided for the class is adequate; and (4) the  
18 proposal treats class members equitably relative to each other. *See also Lane v. Facebook, Inc.*, 696  
19 F.3d 811, 819 (9th Cir. 2012). In addition, the Ninth Circuit uses the following factors for preliminary  
20 approval, several of which overlap with Rule 23(e)(2):

21 [1] the strength of the plaintiffs’ case; [2] the risk, expense, complexity, and likely  
22 duration of further litigation; [3] the risk of maintaining class action status  
23 throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery  
24 completed and the stage of the proceedings; [6] the experience and views of  
counsel; [7] the presence of a governmental participant; and [8] the reaction of the  
class members to the proposed settlement.

25 *Hanlon*, 150 F.3d at 1026; *see also In re Bluetooth Headset Prods. Liab. Litig. (“Bluetooth”)*, 654 F.3d  
26 935, 946 (9th Cir. 2011).

27 Having considered these factors and examined the settlement process for signs of collusion, as  
28 discussed below, the Court finds that the Agreement satisfies each of the Rule 23(e)(2) and Ninth Circuit

1 factors and that final approval is likely, such that notice should be provided to the Settlement Class in  
2 advance of the Final Fairness Hearing.

3 1. Plaintiffs and Their Counsel Have Adequately Represented the Settlement Class.

4 The first factor assesses whether “the class representatives and class counsel have adequately  
5 represented the class.” Fed. R. Civ. P. 23(e)(2)(A). As set forth above, Plaintiffs and proposed Class  
6 Counsel are adequate representatives because they have no conflicts of interest with the Settlement Class  
7 and have vigorously advanced the interests of the Settlement Class and secured a settlement that the  
8 Parties believe will result in expanded access to rental vehicles with Right-side and Left-side Hand  
9 Controls for all potential Hertz Customers with disabilities who need Hand Controls to drive a rental  
10 vehicle. Having reviewed the Agreement and all submissions, the Court finds that this factor weighs in  
11 favor of preliminary approval.

12 Furthermore, given Plaintiffs’ counsel’s extensive experience litigating systemic disability access  
13 cases and familiarity with the facts and legal issues in this case, the Court finds their recommendation to  
14 approve the settlement should be accorded significant weight.

15 2. The Agreement was Negotiated at Arm’s Length

16 The second factor assesses whether the proposed settlement was negotiated at arm’s length. Fed.  
17 R. Civ. P. 23(e)(2)(B). Here, the Agreement was negotiated through multiple settlement conferences  
18 before Magistrate Judge Joseph C. Spero, and many additional exchanges between the Parties.  
19 Furthermore, the negotiations were adversarial and only took place after the Parties had completed full  
20 fact discovery and disclosed experts who produced competing reports on a key issue in dispute. The  
21 Court thus finds that the Agreement was negotiated at arm’s length. *See Hanlon*, 150 F.3d at 1027.

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

25 (1) when counsel receive a disproportionate distribution of the settlement, or when  
26 the class receives no monetary distribution but class counsel are amply rewarded  
27 . . . ; (2) when the parties negotiate a ‘clear sailing’ arrangement providing for the  
28 payment of attorneys’ fees separate and apart from class funds . . . ; and (3) when  
the parties arrange for fees not awarded to revert to defendants rather than be added  
to the class fund.

1 *Id.* at 947 (internal quotation marks and citations omitted). “It is the settlement taken as a whole, rather  
2 than the individual component parts, that must be examined for overall fairness.” *Hanlon*, 150 F.3d at  
3 1026.

4 Here, the Agreement provides the class with injunctive relief only, and the monetary value of the  
5 class-wide injunctive relief provided is substantial. While the Agreement does contain a “clear sailing”  
6 provision with respect to a stipulated amount of attorneys’ fees and costs that the parties have agreed to  
7 be reasonable, the Court finds that there is nothing collusive about this arrangement. The amount of  
8 agreed-upon attorneys’ fees and costs appear to be amply justified under the lodestar method and will be  
9 evaluated by the court prior to final approval of the Agreement when Plaintiffs submit their Motion for  
10 Fees and Costs. Accordingly, the Court finds that there are no signs of collusion and the amount of  
11 attorneys’ fees stipulated as reasonable by the Parties will neither be disproportionate to the value of the  
12 Settlement Class’s relief nor impact the relief provided to the Settlement Class.

13 3. The Agreement Provides Substantial Relief to Plaintiffs and the Settlement Class.

14 The third factor assesses whether “the relief provided for the class is adequate, taking into  
15 account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method  
16 of distributing relief to the class . . .; (iii) the terms of any proposed award of attorney’s fees, including  
17 timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ.  
18 P. 23(e)(2)(C). “In determining whether the Settlement Agreement ‘falls within the range of possible  
19 approval,’ the Court must focus on ‘substantive fairness and adequacy’ and ‘consider [P]laintiffs’  
20 expected recovery balanced against the value of the settlement offer.’ ” *Uschold v. NSMG Shared*  
21 *Servs., LLC*, 333 F.R.D. 157, 171 (N.D. Cal. 2019).

22 The Court finds that the actions required by the Agreement will provide significant benefits to  
23 the Settlement Class, including but not limited to: (1) expanding Right-side and Left-side Hand Control  
24 availability in minivans, (2) ensuring that vehicles with Hand Controls do not cost more than the lowest-  
25 priced non-electric rental category available for the same rental, (3) taking steps to ensure the reserved  
26 vehicle has Hand Controls installed at the time of pick-up, (4) prioritizing installation of Hand Controls  
27 and providing a discount if the reserved vehicle is not ready at the requested pick-up time, and  
28 (5) providing additional information on the availability of Hand Controls to streamline Settlement Class

1 members' ability to make reservations.

2 The Court finds that the adequacy of this relief is supported in light of the following factors:  
3 (1) potential costs, risks, and delay of trial and appeal presented by further prosecution of issues in the  
4 current proceedings which are addressed by the Agreement, (2) the consistent nature of the injunctive  
5 relief provided by the Agreement for all Settlement Class members, and (3) the favorable comparison of  
6 this Agreement to other approved settlement agreements Plaintiffs identified.

7 4. The Agreement Treats All Settlement Class Members Consistently and Equitably

8 The Court finds that the Agreement will provide consistent and equitable relief to all Settlement  
9 Class members. All Settlement Class members will benefit equally from Defendants' revised policies  
10 and procedures for reserving a rental vehicle with Hand Controls and will have an equal opportunity to  
11 avail themselves of these vehicles. Because the Agreement does not provide preferential treatment to  
12 any subset of the Settlement Class, the Court finds that this factor weighs in favor of preliminary  
13 approval.

14 The Court therefore finds that all relevant factors weigh in favor of preliminary approval.

15 **C. The Parties' Proposed Class Notice is Approved.**

16 Notice to a settlement class certified under Rule 23(b)(2) is within the Court's discretion. Fed.  
17 R. Civ. P. 23(c)(2)(A), (e)(1). Under Rule 23(e)(1), the "court must direct notice in a reasonable manner  
18 to all class members who would be bound by the proposal" if justified by the parties' showing. "Notice  
19 provided pursuant to Rule 23(e) must 'generally describe[ ] the terms of the settlement in sufficient  
20 detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" *Lane*,  
21 696 F.3d at 826 (alteration in original) (quoting *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 962 (9th  
22 Cir. 2009)).

23 The Court finds that the revised proposed form of notice, ECF No. 97-1, and revised notice  
24 distribution plan reflected in Plaintiffs' Supplemental Brief in Support of Preliminary Approval, ECF  
25 No. 95, meet this standard and are consistent with this District's Procedural Guidance For Class Action  
26 Settlements. The revised form of notice apprises Settlement Class members in a fair and neutral way of  
27 the existence of the Agreement and their rights with respect to the Agreement. This Notice is the best  
28 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled

1 thereto.

2 **ORDER**

3 NOW, THEREFORE, IT IS HEREBY ORDERED:

4 1. Unless otherwise stated, the terms in this Order have the meaning set forth in the  
5 Agreement.

6 2. The Court GRANTS Plaintiffs’ Motion for Class Certification, and hereby certifies the  
7 proposed Settlement Class of “all potential Hertz Customers with disabilities who need Hand Controls to  
8 operate a rental vehicle” pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2) as follows:

- 9 a) The Court appoints named Plaintiffs Carina Ho and Christina Mills as Settlement Class  
10 representatives pending final approval; and  
11 b) The Court appoints Disability Rights Advocates, Plaintiffs’ attorneys of record, as Class  
12 Counsel pending final approval.

13 3. The Court GRANTS preliminary approval of the Agreement, ECF No. 73-5. A copy of  
14 this order shall be posted on Class Counsel’s website along with the Class Notice.

15 4. The Court hereby approves, as to form and content, the revised Notice of Proposed  
16 Settlement of Class Action Lawsuit (“Notice”), ECF No. 97-1. The Parties shall comply with the notice  
17 procedures set forth in Plaintiffs’ Supplemental Brief in Support of Preliminary Approval, ECF No. 95.  
18 The Parties shall submit declarations to the Court confirming compliance with the notice provisions of  
19 the Agreement.

20 5. Any Settlement Class member may object to any aspect of the proposed Agreement,  
21 either on their own or through an attorney hired at their expense, by filing a written objection no later  
22 than the Objection Deadline listed in the table below. Such statement must include: (i) the case name  
23 and number: *Ho, et al. v. The Hertz Corporation, et al.*, Case No. 3:24-cv-01066-MMC; (ii) the  
24 Objector’s full name and county of residence; (iii) if the Objection is being submitted by the legal  
25 representative of a Settlement Class member, the name of that legal representative; (iv) the specific  
26 grounds for the Class Member’s objection; (v) whether the objection applies only to the Objector, to a  
27 specific subset of the Settlement Class, or to the entire Settlement Class; and (vi) whether the Objector  
28 or their legal representative wishes to speak at the Final Fairness Hearing. Objections must be submitted

1 either by: (1) emailing HertzObjections@dralegal.org, (2) delivering a hard copy in person at any U.S.  
2 District Court for the Northern District of California, or (3) mailing a hard copy to the U.S. District  
3 Court for the Northern District of California. Objections sent by email must be sent by the Objection  
4 Deadline. Objections sent by mail must be postmarked by the Objection Deadline. The date of the  
5 postmark on the envelope containing the written statement objecting to the Settlement shall be the  
6 exclusive means used to determine whether an Objection and/or intention to appear has been timely  
7 submitted. In the event a postmark is illegible, the date of the mailing shall be deemed to be five days  
8 prior to the date that the copy of the Objection was received.

9 6. Settlement Class members or legal representatives thereof who have submitted a timely  
10 objection that clearly states an intent to appear to present their objections at the Fairness Hearing may do  
11 so. Any Settlement Class member who fails to timely submit objections shall be deemed to have waived  
12 any objections and shall be foreclosed from objecting to the Agreement, unless otherwise ordered by the  
13 Court.

14 7. A hearing on final approval of the Agreement (“Fairness Hearing”) shall be held before  
15 the Court on **August 21, 2026, at 9:00 a.m.** to determine all necessary matters concerning the  
16 Agreement, including whether the proposed Agreement’s terms and conditions fair, adequate, and  
17 reasonable, and whether the Agreement should receive final approval by the Court, as well as to rule on  
18 Class Counsel’s motion requesting an award of reasonable attorneys’ fees, costs, and expenses.

19 8. In the event the Court does not grant final approval of the Agreement or the Agreement is  
20 terminated pursuant to its terms for any reason, or the Effective Date does not occur for any reason, then  
21 the Agreement and all orders and findings entered in connection with the Agreement shall become null  
22 and void and be of no further force and effect whatsoever, shall not be used or referred to for any  
23 purpose whatsoever, and shall not be admissible or discoverable in this or any other proceeding.

24 9. This Order shall not be construed or used as an admission, concession, or declaration by  
25 or against Defendants of any fault, wrongdoing, breach, or liability. It shall not be deemed to be a  
26 stipulation as to the propriety of class certification, or any admission of fact or law regarding any request  
27 for class certification, in any other action or proceeding, whether or not involving the same or similar  
28 claims. Nor shall this Order be construed or used as an admission, concession, or declaration by or

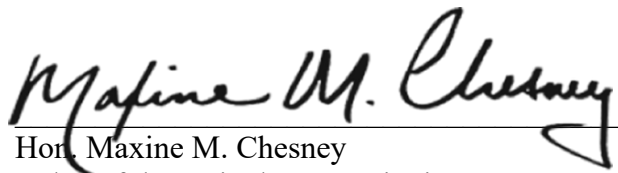
1 against Plaintiffs or the other Settlement Class Members that their claims lack merit or that the relief  
 2 requested is inappropriate, improper, or unavailable, or as a waiver by any Party of any defenses or  
 3 claims it or they may have in the Action or in any other proceeding.

4 10. The Court hereby sets the following schedule:

Event		Date
Deadline to Complete Class Notice	30 days after Preliminary Approval is granted	May 31, 2026
Deadline for Plaintiffs to file and post their Motion for Fees' and Costs	30 days after Preliminary Approval is granted	May 31, 2026
Objection Deadline	45 days after Deadline to Complete Class Notice	July 15, 2026
Deadline for: <ul style="list-style-type: none"> <li>• Plaintiffs to file Motion for Final Approval</li> <li>• Any Party to file a Response to Objections</li> </ul>	14 days after Objection Deadline	July 29, 2026
Final Fairness Hearing	First available civil motion date at least 30 days after Objection Deadline	August 21, 2026, at 9:00 a.m.

16 **IT IS SO ORDERED.**

19 Dated: May 1, 2026

  
 Hon. Maxine M. Chesney  
 Judge of the United States District Court