UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 22-02335-MWF (KSx) **Date: March 3, 2026**
Title: Robin Cline v. West Los Angeles College et al

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:	Court Reporter:
Rita Sanchez	Not Reported
Attorneys Present for Plaintiff:	**Attorneys Present for Defendants:**
None Present	None Present

Proceedings (In Chambers): ORDER GRANTING JOINT MOTION TO CERTIFY CLASS AND FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT [98]

Before the Court is a Motion to Certify Class and for Preliminary Approval of Class Action Settlement (the "Motion") filed jointly on January 30, 2026, by Plaintiff Robin Cline and Defendants West Los Angeles College ("WLAC") and Los Angeles Community College District. (Docket No. 98). No opposition or reply was filed.

The Court has read and considered the papers filed in connection with the Motion and held a hearing on **March 2, 2026**.

The Motion is **GRANTED**. The proposed settlement is procedurally and substantively fair. The proposed class also meets the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(2). Finally, the proposed notice and dissemination procedures appear effective and meet the requirements of Rule 23(c).

I. BACKGROUND

A. Factual and Procedural Background

This lawsuit arises out of the alleged failure of Defendants to provide transportation assistance to Plaintiff, a student with a physical disability, at WLAC, after having previously provided a shuttle service but since discontinuing it. (*See generally* First Amended Complaint ("FAC") (Docket No. 37)).

WLAC "is located on a hillside, with elevation changes between parking lots, campus entrances, and other facilities" as well as "long distances . . . between campus locations." (*Id.* ¶ 2). Until 2016, Defendants provided on-campus transportation assistance for people with disabilities around WLAC before terminating such service. (*Id.* ¶¶ 34–35).

Plaintiff filed this action on behalf of herself and a putative class of people who use the WLAC campus and who have disabilities that make it difficult to navigate conditions at WLAC. (*Id.* ¶ 89). Plaintiff brings five claims for relief under Title II of the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act, California Government Code section 11135, California Education Code section 66270, and California Civil Code section 54. (*See generally* FAC).

Plaintiff's action is related to *Guerra et al. v. West Los Angeles College et al.*, Case No. CV 16-06796-MWF (KSx). In that case, three WLAC students sued the same two Defendants in this action concerning the same issue presented here, namely, WLAC's termination of its campus shuttle service. (*See generally Guerra*, Docket No. 1). Following a bench trial in 2017, this Court entered final judgment in favor of Defendants. (*See Guerra*, Docket No. 173). The Ninth Circuit then reversed and remanded that decision, ruling that two plaintiffs had been denied meaningful access to WLAC since the shuttle service ended, and remanding to this Court for reconsideration of the third plaintiff's claims. *Guerra v. West Los Angeles College*, 812 F. App'x 612, 613 (9th Cir. 2020). On remand, the Court ordered Defendants to provide transportation assistance on the WLAC campus to the plaintiffs in *Guerra*, but noted that such relief would "likely be superseded by whatever the ultimate settlement or disposition of [Plaintiff Cline's] action turns out to be." (*Guerra*, Docket No. 271 at 3).

B. The Settlement

The proposed settlement agreement (the "Settlement Agreement" or "Agreement") is attached to the Supplemental Declaration of Autumn Elliott ("Supp. Autumn Decl.") as Exhibit 1A. (Docket No. 100-1). The Settlement Agreement contains the following key class definitions, relief, notice, and release provisions:

- "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. (*Id.* ¶ 2).

- "Class Counsel" means Law Office of Autumn Elliott, Disability Rights California, Disability Rights Advocates, and Law Office of Aaron J. Fischer. (*Id.* ¶ 3).

- "Class Representative" means Robin Cline, Plaintiff in the Action. (*Id.* ¶ 4).

- "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, CaliforniaEducation 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. (*Id.* ¶ 19).

- 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. (*Id.* ¶ 30; *see also id.* ¶¶ 31–38 (specifying the details of the shuttle service, including route, signage, and training information).

- 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. (*Id.* ¶ 39).

- 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. (*Id.* ¶ 40).

- 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. (*Id.* ¶ 41).

- 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. (*Id.* ¶ 48; *see also id.*, Ex. D).

- 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. (*Id.* ¶ 49).
- 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. (*Id.* ¶ 50).
- 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. (*Id.* ¶ 51).

II. PRELIMINARY APPROVAL OF SETTLEMENT

"Approval of a class action settlement requires a two-step process — a preliminary approval followed by a later final approval." *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016). The standard of review differs at each stage. At the preliminary approval stage, the Court need only "evaluate the terms of the settlement to determine whether they are within a range of possible judicial approval." *Wright v. Linkus Enters., Inc.*, 259 F.R.D. 468, 472 (E.D. Cal. 2009).

"[P]reliminary approval of a settlement has both a procedural and a substantive component." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal.

2007). Procedurally, the Ninth Circuit emphasizes that the parties should have engaged in an adversarial process to arrive at the settlement. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) ("We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution, and have never prescribed a particular formula by which that outcome must be tested." (citations omitted)). "A presumption of correctness is said to attach to a class settlement reached in arm's-length negotiations between experienced capable counsel after meaningful discovery." *Spann*, 314 F.R.D. at 324 (citation omitted).

Substantively, the Court should look to "whether the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys." *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. 2008) (citing *West v. Circle K Stores, Inc.*, No. 04-cv-0438-WBS, 2006 WL 1652598, at *11 (E.D. Cal. June 13, 2006)).

A. Procedural Component

The proposed settlement appears to be procedurally fair to Class Members.

Class Counsel have many years of experience litigating class actions and disability rights claims in particular. (Declaration of Autumn M. Elliott ("Elliott Decl.") (Docket No. 99) ¶¶ 14-22; *see also* Declaration of Aaron J. Fischer ("Fischer Decl.") (Docket No. 98-2); Declaration of Alexandra Robertson ("Robertson Decl.") (Docket No. 98-3); Declaration of Shawna Parks ("Parks Decl.") (Docket No. 98-4)).

Moreover, the parties engaged in substantial litigation and discovery prior to engaging in settlement negotiations. (Elliot Decl. ¶¶ 8–9). For example, the parties litigated Defendants' Motion to Dismiss and Plaintiff's Motion for Leave to Amend (*see* Docket Nos. 15–20, 31–36), and engaged in significant "written discovery, document production, and depositions." (Elliott Decl. ¶ 8). The parties also attended a mediation session with Hon. Margaret Nagle (Ret.) to resolve final injunctive relief issues. (*Id.* ¶ 13). The fact that the parties utilized an experienced mediator to reach the Settlement supports the notion that it was the product of arms-length negotiation.

See Alberto, 252 F.R.D. at 666–67 (noting the parties' enlistment of "a prominent mediator with a specialty in [the subject of the litigation] to assist the negotiation of their settlement agreement" as an indicator of non-collusiveness) (citing *Parker v. Foster*, No. 05-cv-0748-AWI, 2006 WL 2085152, at *1 (E.D. Cal. July 26, 2006)); *Glass v. UBS Fin. Servs., Inc.*, No. 06-cv-4068-MMC, 2007 WL 221862, at *5 (N.D. Cal. Jan. 26, 2007)).

The Court therefore concludes that the proposed class is represented by experienced counsel who engaged in meaningful discovery while pursuing arms-length settlement negotiations. The procedural component of the inquiry is met.

B. Substantive Component

The Court also determines that the Agreement appears to be reasonable and fair to Class Members.

The Agreement is primarily injunctive and directed at the core access barrier described in the FAC — the difficulty individuals with mobility disabilities experience navigating WLAC's campus due to long distances, inclines, and uneven terrain. (FAC ¶¶ 1–3). Specifically, the Agreement requires Defendants to maintain an on-campus shuttle available to the Settlement Class, with a defined process for student access through WLAC's Disabled Students Programs & Services Office ("DSPS") and employee access through WLAC's ADA Officer. (Settlement Agreement ¶¶ 30, 34). The Agreement notes that the service will also be available during campus visits even before formal registration is completed. (*Id.* ¶ 30). The Agreement further specifies implementation procedures that make the injunctive relief practically usable, including required public postings of shuttle information, signage at pick-up locations, and monitoring and accountability provisions. (*Id.* ¶¶ 31–38, 41–42). This comprehensive injunctive relief likely "comes with greater speed and certainty than could be achieved by going to trial." *Stiner v. Brookdale Senior Living, Inc.*, No. 17-CV-03962-HSG, 2025 WL 2998163, at *6 (N.D. Cal. Oct. 24, 2025) (approving class action settlement that included injunctive relief to improve disability access).

Separate from the classwide injunctive relief, the settlement provides a $40,000 payment to Plaintiff Cline, allocated as $36,000 in personal-injury damages and $4,000 in statutory damages. (Settlement Agreement ¶ 39). Although the Settlement Agreement provides only injunctive relief to class members, the Court concludes that the award to Plaintiff is warranted under the circumstances. (*See* FAC ¶¶ 13, 41, 46–59 (alleging in detail the physical and educational impact on Plaintiff), 161 (alleging that Plaintiff is entitled to statutory and compensatory damages pursuant to California Civil Code section 54)). And pursuant to the Agreement, Class Members other than Plaintiff are ***not*** releasing their damages claims. (Settlement Agreement ¶ 19 (explaining that the release "does not apply to claims for damages or to other individual claims" other than Plaintiff's); *see also Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1123 (9th Cir. 2020) (affirming final approval of a class settlement in which only named plaintiffs and not absent class members released their damages claims).

Finally, the Agreement leaves attorney's fees and costs to be determined by this Court on motion at a later time and Defendants reserve the right to oppose any such request (Settlement Agreement ¶ 40), which mitigates any risk that fees were exchanged for reduced class relief in a "clear sailing" arrangement. *See In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). The Court will therefore address the issue of attorney's fees via separate motion and at the final fairness hearing.

Because the Court finds the Agreement to be procedurally and substantively fair, the Motion is **GRANTED** insofar as the Agreement is preliminarily **APPROVED**.

III. CLASS CERTIFICATION

Plaintiffs seek certification of a class for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(b)(2). A court may certify a class for settlement purposes only. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 942. In

Amchem Products, Inc. v. Windsor, 521 U.S. 591 (1997), the Supreme Court explained the differences between approving a class for settlement and for litigation purposes:

> Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial. But other specifications of the Rule — those designed to protect absentees by blocking unwarranted or overbroad class definitions — demand undiluted, even heightened, attention in the settlement context. Such attention is of vital importance, for a court asked to certify a settlement class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.

Id. at 620.

As discussed above, the "Settlement Class" is defined as "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." (Settlement Agreement ¶ 2).

Rule 23(a) requires the putative class to meet four threshold requirements: numerosity, commonality, typicality, and adequacy of representation. *Id.*; *see also Leyva v. Medline Indus. Inc.*, 716 F.3d 510, 512 (9th Cir. 2013). In addition, the proposed class must satisfy Rule 23(b)(2), which requires that "the party opposing the class acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). Considering these requirements, the Court concludes that class certification is appropriate.

A. Rule 23(a)

1. Numerosity

Under Rule 23(a)(1), a class must be "so numerous that joinder of all members is impracticable . . . ." *Id.* No specific number is required, although there is a presumption that a class with more than 40 members is impracticable to require joinder. *Smith v. City of Oakland*, 339 F.R.D. 131, 138 (N.D. Cal. 2021); *Rannis v. Recchia*, 380 F. App'x 646, 651 (9th Cir. 2010).

Here, Plaintiff represents that the Settlement Class includes at least 50 people with disabilities who seek to visit and attend classes or events at WLAC. (Motion at 21; FAC ¶ 92). Plaintiff reinforces this estimate with the fact that WLAC produced 117 anonymized records of students identified as having some form of mobility disability between 2016 and 2017 and from 2022 to the present. (Elliott Decl. ¶ 28–31). This showing is enough to satisfy Rule 23(a)(1)'s numerosity requirement.

2. Commonality

Rule 23(a)(2) requires that the case present "questions of law or fact common to the class." *Id.* The Supreme Court's decision in *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011), clarified that to demonstrate commonality, the putative class must show that their claims "depend upon a common contention . . . that it is capable of classwide resolution — which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Id.* at 350.

That requirement is met here, as each Class Member seek resolution of the same legal and factual issues, such as (1) whether individuals with mobility disabilities were denied access to WLAC after Defendants ceased their transportation assistance services; (2) whether Defendants were required to provide reasonable accommodations in the form of such services; and (3) whether Plaintiff and the Class are entitled to injunctive relief and the nature of such relief. (FAC ¶¶ 93–94). The commonality requirement is therefore satisfied.

3. Typicality

Rule 23(a)(3) requires the putative class to show that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." *Wal-Mart Stores, Inc.* 564 U.S. at 345. The claims of the representative parties need not be identical to those of the other putative class members; "[i]t is enough if their situations share a 'common issue of law or fact,' and are 'sufficiently parallel to insure a vigorous and full presentation of all claims for relief.'" *Cal. Rural Legal Assistance, Inc. v. Legal Servs. Corp.*, 917 F.2d 1171, 1175 (9th Cir. 1990) (citations omitted). Here, Plaintiff alleges that she was denied access to WLAC due to Defendants' campus-wide practices regarding transportation assistance, which is the same conduct that affects all Class Members. (FAC ¶¶ 94–95). The injunctive relief she seeks and the Agreement provides is therefore directed at and will benefit the Class as a whole. (*Id.* ¶ 95; Settlement Agreement ¶ 30). Accordingly, the typicality requirement is satisfied.

4. Adequacy

Finally, Rule 23(a)(4) requires the representative parties to "fairly and adequately protect the interests of the class." *Wal-Mart Stores, Inc.* 564 U.S. at 345. "In making this determination, courts must consider two questions: '(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?'" *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1031 (9th Cir. 2012) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). Additionally, "the honesty and credibility of a class representative is a relevant consideration when performing the adequacy inquiry because an untrustworthy plaintiff could reduce the likelihood of prevailing on the class claims." *Harris v. Vector Mktg. Corp.*, 753 F. Supp. 2d 996, 1015 (N.D. Cal. 2010) (citation omitted).

As to the first prong, the Court perceives no obvious conflicts between Plaintiff and her counsel and the other Class Members. Plaintiff is not subject to any unique defenses, has experienced the same conditions on WLAC as the other Class Members, and seeks injunctive relief from Defendants. (Motion at 25–26; *see also* Declaration of

Robin Cline ("Cline Decl.") (Docket No. 98-1) ¶¶ 15–18). As to the second prong, as already discussed, Plaintiff and Class Counsel have vigorously prosecuted this action, Class Counsel have substantial experience litigating similar types of class actions, and there is no reason to believe that Plaintiff and Class Counsel would not continue to vigorously pursue this action on behalf of the Settlement Class. The adequacy requirement is satisfied.

The requirements imposed by Rule 23(a) are thus satisfied. The Court next considers whether the additional requirements of Rule 23(b)(2) are met.

B. Rule 23(b)(2)

Rule 23(b)(2) allows the Court to certify a class seeking class-wide injunctive relief if "the party opposing the class acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). "Rule 23(b)(2) applies only when a single injunction or declaratory judgment would provide relief to each member of the class"; "[i]t does not authorize class certification when each individual class member would be entitled to a different injunction or declaratory judgment against the defendant" or "when each class member would be entitled to an individualized award of monetary damages." *Dukes*, 564 U.S. at 361.

Here, the Court concludes that the requirements of Rule 23(b)(2) are met. Indeed, civil rights class actions such as this one are primary candidates for Rule 23(b)(2) certification. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997); *see also Parsons v. Ryan*, 754 F.3d 657, 686 (9th Cir. 2014) ("Although we have certified many different kinds of Rule 23(b)(2) classes, the primary role of this provision has always been the certification of civil rights class actions." (citing *Amchem*, 521 U.S. at 614)).

As discussed previously, this case challenges Defendants' alleged failure to provide meaningful access to WLAC's campus for individuals with mobility disabilities, and the Agreement provides a transportation-assistance framework designed to benefit Plaintiff and all Class Members. *See Parsons*, 754 F.3d at

688 (Rule 23(b)(2)'s "requirements are unquestionably satisfied when members of a putative class seek uniform injunctive or declaratory relief from policies or practices that are generally applicable to the class as a whole.").

Accordingly, the Motion is **GRANTED** insofar as the proposed class is **CERTIFIED** for purposes of settlement: "all individuals who have disabilities that make it difficult to navigate long distances, up inclines, and/or on uneven terrain, and attend, would like to attend, or will attend on-campus classes or events at West Los Angeles College." (Settlement Agreement ¶ 2). The Court **APPOINTS** named Plaintiff and her counsel as representatives of the Settlement Class.

IV. NOTICE AND SETTLEMENT ADMINISTRATION

After the Court certifies a class under Rule 23(b)(2), it may in its discretion direct appropriate notice to the class. Fed. R. Civ. P. 23(c)(2)(A). As recognized by another district court, "[t]he Ninth Circuit does not appear to have directly [] addressed the issue of whether [additional] class notice is required when a 23(b)(2) action is settled." *Lilly v. Jamba Juice Co.*, No. 13–cv–02998–JST, 2015 WL 1248027, at *8 (N.D. Cal. Mar. 18, 2015). While "rigorous class notice is certainly not required for the Rule 23(b)(2) subclasses," it "is equally clear that the Court has broad discretion to order an 'appropriate' level of notice for members of the Subclasses." *Fraihat v. U.S. Immigration & Customs Enforcement*, No. EDCV 19-1546 JGB (SHKx), 2020 WL 2758553, at *3 (C.D. Cal. May 15, 2020) (citing Fed. R. Civ. P. 23(c)(2)(A)).

The Court has reviewed the proposed notice regime and the substance of the proposed Notice Form (Settlement Agreement, Ex. 1) and concludes that it is appropriate. The parties provide that the Notice Form will be distributed in a manner that will effectively inform the class about the Settlement and their right to object. Specifically, the Notice Form will be sent to all students with mobility disabilities who were enrolled at WLAC and registered with the DSPS Office from 2018 through the date of this Order, and to current WLAC employees with mobility disabilities who have sought accommodations with the WLAC ADA Officer. (*Id.* ¶¶ 48–52). Defendants will also post the Notice Form on the WLAC website. (*Id.* ¶ 51).

Accordingly, the proposed notice and plan of dissemination are **APPROVED**.

V. CONCLUSION

The Motion is **GRANTED** insofar as the proposed settlement agreement is preliminarily **APPROVED**; the class is provisionally **CERTIFIED** for purposes of settlement only; and the notice and plan of dissemination are **APPROVED**. The Proposed Order Granting Motion for Preliminary Approval of Class Action Settlement (Docket No. 98-5) is adopted and incorporated into this Order by reference, except that the Final Approval Hearing shall be scheduled for **July 20, 2026, at 10:00 a.m.**

IT IS SO ORDERED.