

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 DSPTS 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 DSPTS 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
E-Mails: cynthia.germano@bbklaw.com
michael.travis@bbklaw.com
Attorneys for Defendants

- b. For Plaintiff:

Autumn M. Elliott
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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.

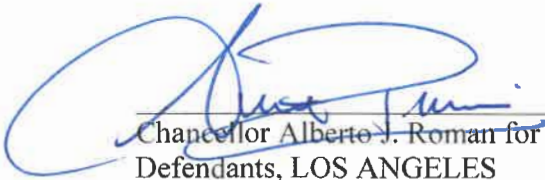
80. To the extent the applicable law, legal requirements, or circumstances change, such that any settlement term is rendered void or unenforceable, the law shall control over the settlement terms.

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: 1/28/2026

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.

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: _____

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: 1/28/2026

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: 1/28/2026

Aaron J. Fischer
AARON J. FISCHER
Attorneys for Plaintiff

DISABILITY RIGHTS ADVOCATES

Dated: 1/28/2026

Amelia Evard
AMELIA EVARD
Attorneys for Plaintiff

BEST BEST & KRIEGER LLP

Dated: _____

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

LAW OFFICE OF AARON J. FISCHER

Dated: _____

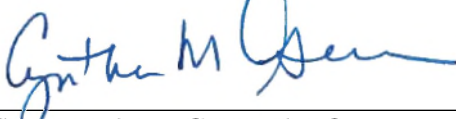
AARON J. FISCHER
Attorneys for Plaintiff

DISABILITY RIGHTS ADVOCATES

Dated: _____

AMELIA EVARD
Attorneys for Plaintiff

BEST BEST & KRIEGER LLP



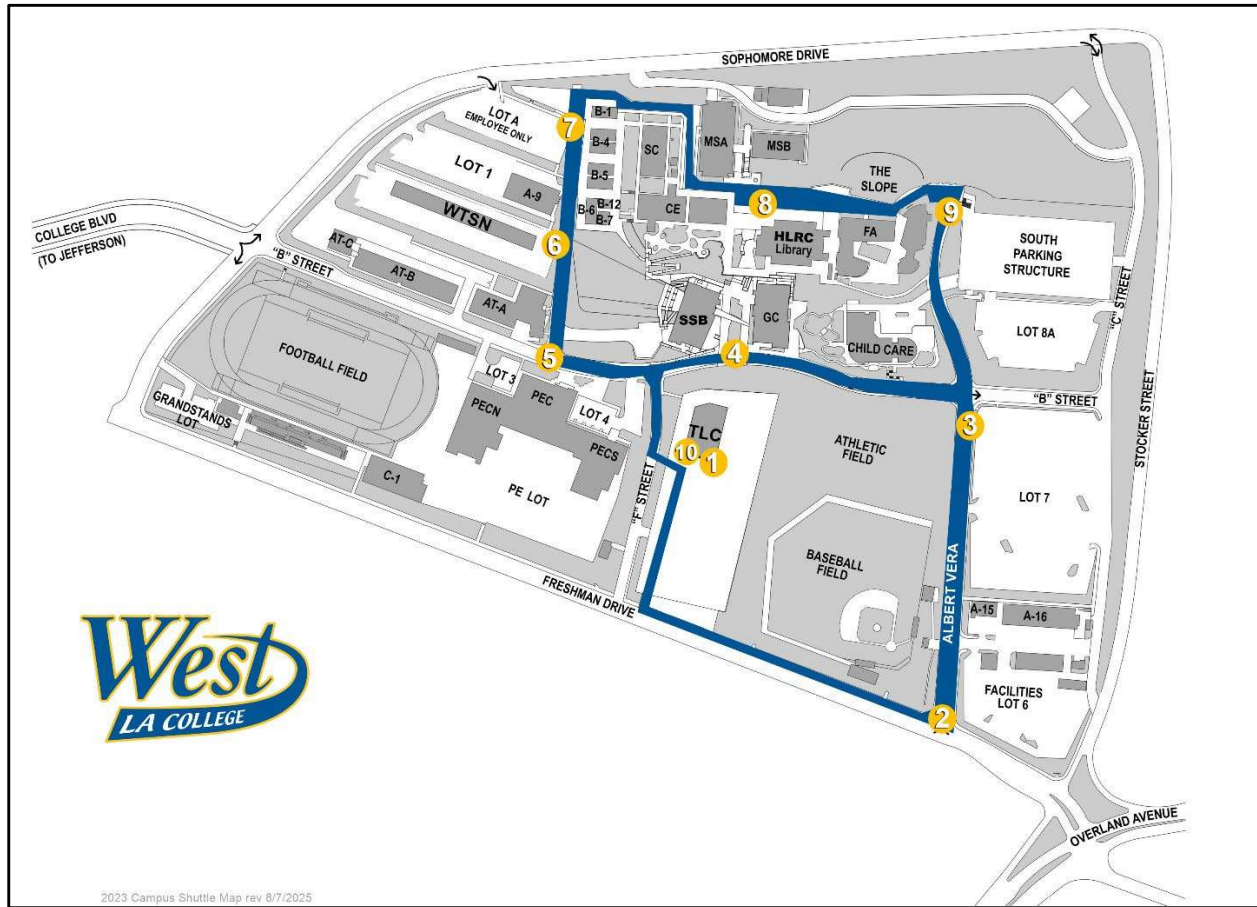
CYNTHIA M. GERMANO
Attorneys for Defendants, WEST LOS
ANGELES COLLEGE and LOS
ANGELES COMMUNITY COLLEGE
DISTRICT

Dated: February 9, 2026

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: dsps@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

 A division of Haaker Equipment	Total Clean 2070 N White Ave La Verne, CA 91750 Phone: (909) 630-4759 Fax: (909) 598-1427	
---	--	--

Carlos Godoy West Los Angeles College 9000 Overland Ave. Culver City, CA 90230	Phone number: 310-287-4368 Email: GODOYC@WLAC.EDU	Date: 2/20/2025 Rep: Ruben Ortiz 323-485-4650
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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
Total					\$30,925.26

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@wlaac.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@wlaac.edu.

Nature of concern: _____

Date written concern submitted: _____

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.

EXHIBIT

D



**United States District Court
for the Central District of California**

Cline v. West Los Angeles College, et al.

Case No. 2:22-cv-02335-MWF

Class Action Notice

Authorized by the U.S. District Court

To all persons who have a disability that affects their mobility and who would like access to programs, services, and activities on the campus at West Los Angeles College:

There is a proposed settlement of a lawsuit that provides for a shuttle service on the West Los Angeles College campus for people with disabilities that affect their mobility.

Please read this notice to understand your rights if you may be affected by this settlement.

Important things to know:

- You have the right to submit comments or objections to the court about the proposed settlement. If the settlement is approved by the federal court, you will be bound by the settlement terms.
- This class settlement does not include monetary compensation for settlement class members, and does not impact your right to monetary compensation if you have been individually injured.

You can learn more at: [website].

Table of Contents

Table of Contents	2
About This Notice	3
Why did I get this notice?.....	3
What do I do next?.....	3
What are the most important dates?.....	4
Learning About the Lawsuit	4
What is this lawsuit about?.....	4
Why is there a settlement in this lawsuit?	4
What happens next in this lawsuit?.....	5
Learning About the Settlement	6
What does the settlement provide?	6
How do I know if I am part of this settlement?.....	7
Do I have a lawyer in this lawsuit?.....	7
Do I have to pay the lawyers in this lawsuit?	8
What do I do if I want monetary compensation?	8
Deciding What to DoWhat is the best path for me?.....	9
Process to Object	9
What if I want to object to the settlement?	9
Consequences of Objecting	Error! Bookmark not defined.
What are the consequences of objecting or not?.....	10
Key Resources	11
How do I get more information?	11

About This Notice

Why did I get this notice?

This notice discusses the settlement of a class action lawsuit, *Cline v. West Los Angeles College, et al.* The lawsuit was brought on behalf of people who have disabilities that make it difficult to navigate long distances, inclines, or uneven terrain, and who attend or would like to attend on-campus classes or events at West Los Angeles College. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing	If the Court approves the settlement, you will be bound by the settlement, which requires that WLAC provide on an ongoing basis a shuttle service on the campus of WLAC to be available to people with disabilities that affect their mobility.
Object	Tell the Court why you don't like the settlement. If the Court approves the settlement, you will still be bound by the settlement.

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

What are the most important dates?

Your deadline to object: **[date]**

Settlement approval hearing: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

Plaintiff Robin Cline, a student at West Los Angeles College, filed a lawsuit in 2022 alleging that this college and the Los Angeles Community College District violated federal and state anti-discrimination laws by failing to provide reasonable accommodations such as a transportation system on campus to 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.

Defendants West Los Angeles College and the Los Angeles Community College District deny that they violated any laws or did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

Why is there a settlement in this lawsuit?

In 2024 West Los Angeles College and the Los Angeles Community College District instituted a transportation service on the West Los Angeles College campus for students with disabilities that affect their mobility. In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the student who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements like this one provide changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: United States District Court for the Central District of California, 350 West 1st Street, Courtroom 5A, Los Angeles, California.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect.

You do not have to attend the Fairness hearing, but you may attend the hearing. You may also ask the Court for permission to speak and express your opinion about the

settlement. You need to make that request by [date]. If the Court approves the settlement, all class members will be bound by the terms of the settlement. If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

West Los Angeles College and Los Angeles Community College District will continue to provide transportation assistance through use of an accessible vehicle to transport individuals with disabilities that affect their mobility to specified locations on the West Los Angeles College campus on an ongoing basis. The settlement contains specific requirements regarding the operation of a shuttle service. The full terms of the settlement can be found here: [website].

Public information about the shuttle service, including information about how to use it, is and will continue to be posted on West Los Angeles College's website, and will be available in the College's office of Disabled Student Services and Programs ("DSPS office"). Information about the Shuttle Service will also be provided to students with disabilities that affect their mobility by the DSPS office and routinely offered as an accommodation when such students initially register with the DSPS office. Information about the Shuttle Service will also be provided and routinely offered to employees with disabilities that affect their mobility who receive accommodations by the College's ADA Officer. Information regarding the Shuttle Service shall be provided by the Office

of Student Services to visitors with disabilities that affect their mobility and routinely offered as an accommodation when such visitors inquire about accommodations for disabilities that affect mobility.

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.

Class members will “release” their legal claim regarding transportation assistance on West Los Angeles College campus as part of this settlement. This means that class members are bound by this class settlement in that they cannot sue West Los Angeles College or Los Angeles Community College District to address the issues in this lawsuit regarding the alleged prior lack of transportation assistance on campus.

The full terms of the release can be found here: [website].

How do I know if I am part of this settlement?

If you are a person with a disability that makes it difficult to navigate long distances, inclines, or uneven terrain, and who attends, would like to attend, or will attend on-campus classes or events at West Los Angeles College, you are part of this settlement.

If you are unsure of whether you are part of this settlement, contact Class Counsel at [phone number].

Do I have a lawyer in this lawsuit?

In a class action, lawyers who file the lawsuit can ask the Court to approve them as lawyers for the entire class, called “Class Counsel.” For this settlement, the Court has approved

the following lawyers as Class Counsel: Law Office of Autumn Elliott; Disability Rights California; Law Office of Aaron J. Fischer; and Disability Rights Advocates. These are the lawyers who negotiated this settlement.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

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

To date, Class Counsel have not received any money for their work or the expenses that they have paid for the case. To pay for their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$2.45 million in attorneys' fees plus the reimbursement of out-of-pocket expenses. Any such award will be paid by the Los Angeles Community College District. You will not be required to pay any portion of such award.

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

What do I do if I want monetary compensation?

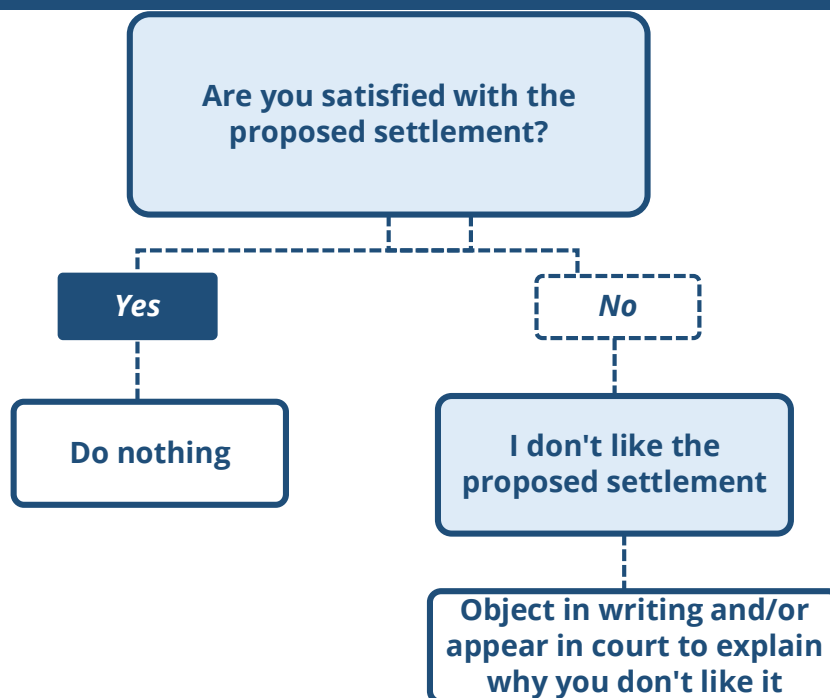
This settlement does not include monetary compensation for settlement class members. This means that if you are a settlement class member you will not receive monetary compensation as part of this settlement.

If you believe that you may have a claim for monetary

compensation against West Los Angeles College or Los Angeles Community College District, this settlement does not prevent you from filing a lawsuit seeking monetary compensation only.

Deciding What to Do

What is the best path for me?



Process to Object

What if I want to object to the settlement?

If you disagree with any part of the settlement (including the lawyers' fees), you may submit an "objection" to the Court. You have the right to ask the Court not to approve the

settlement. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement or exclude you from the settlement. You may, but don't need to, hire your own lawyer to help you with this process.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number: *Cline v. West Los Angeles College, et al.*, U.S. District Court for the Central District of California, Case No. 2:22-cv-02335-MWF
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to the Court at the address below. Do not send objections to Plaintiff, Class Counsel, Defendants, or Defendants' lawyers.

Clerk of the United States District Court
Central District of California
350 West First Street
Los Angeles, California 90012
Reference: *Cline v. West Los Angeles College, et al.*, U.S. District Court for the Central District of California, Case No. 2:22-cv-02335-MWF

What happens if I object and the Court approves the settlement?

Whether you object to the settlement or not, if the Court approves the class settlement, if you have a disability which affects your mobility and register with the DSPS office (if you are a student) or with the ADA Officer (if you are an employee of the College) or if you are a visitor with a disability that affects your mobility, you, (along with all class members) will still be able to use the shuttle service and benefit from it.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here [website]. To get a copy of the settlement agreement or get answers to your questions:

- contact Class Counsel (information below)
- visit the case website at [website]
- access the Court Electronic Records (PACER) system online at <https://pacer.uscourts.gov/> or by visiting the Records Department of the Court (address below).

Resource	Contact Information
Case website	[website]
Class Counsel	To reach any of the class counsel, you may call [telephone] and leave a message or send an email to: [email address]. Autumn M. Elliott

	<p>LAW OFFICE OF AUTUMN ELLIOTT 325 N. Larchmont Blvd, Ste 307 Los Angeles, California 90004</p> <p>Alexandra Robertson DISABILITY RIGHTS CALIFORNIA 888 W. Sixth Street, Suite 700 Los Angeles, California 90017</p> <p>Aaron J. Fischer LAW OFFICE OF AARON J. FISCHER 1400 Shattuck Avenue, Suite 12-#344 Berkeley, California 94709</p> <p>Amelia Evard DISABILITY RIGHTS ADVOCATES 2001 Center Street, 3rd Floor Berkeley, California 94704</p>
Court	<p>Public Computer Terminal:</p> <p>United States District Court Central District of California Edward R. Roybal Center and Federal Building Records Department 255 East Temple Street, Suite 180 Los Angeles, California 90012</p> <p>Address for Records Requests:</p> <p>Central District of California Western Division Los Angeles Courthouse Attention Correspondence Clerk 255 East Temple Street, Suite TS-134</p>

	<p>Los Angeles, CA 90012</p> <p>E-mail for Records Requests: records_cacd@cacd.uscourts.gov</p> <p>Online Court Electronic Records (PACER): https://pacer.uscourts.gov/</p> <p>Information regarding reasonable accommodations to persons with communications disabilities in court proceedings: https://www.cacd.uscourts.gov/interpreters</p>
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To obtain a copy of this Notice in an alternative accessible format, please contact Cynthia Germano at Best, Best & Krieger, LLP at (951) 686-1450 or Cynthia.Germano@bbklaw.com. When you call or email, you can say that you would like a copy of the Class Notice for the *Cline v. WLAC* litigation in an alternative format.