

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

KENNETH WRIGHT, on his own behalf and on
behalf of other similarly situated persons,

Plaintiff,

v.

LYFT, INC., a Delaware corporation,

Defendant.

NO. 2:14-cv-00421-BJR

STIPULATION AND SETTLEMENT
AGREEMENT

1 It is hereby stipulated and agreed by and among the undersigned Parties (defined below)
2 that, subject to the approval of the Court, the settlement of this Action (defined below) shall be
3 effectuated pursuant to the terms and conditions set forth in this Stipulation and Settlement
4 Agreement (the “Agreement” or “Settlement Agreement”).
5

6 **I. RECITALS**

7 **1.01** On March 24, 2014, plaintiff Kenneth Wright (“Plaintiff”) filed a putative class
8 action complaint (the “Complaint”) in the United States District Court for the Western District of
9 Washington, captioned *Kenneth Wright v. Lyft, Inc.*, Case No. 2:14-cv-00421 (W.D. Wash.) (the
10 “Action”). On June 6, 2014, Plaintiff filed Plaintiff’s First Amended Complaint for Injunctive
11 Relief and Damages (the “First Amended Complaint”). On April 4, 2016, Plaintiff filed Plaintiff’s
12 Second Amended Complaint for Injunctive Relief and Damages (the “Second Amended
13 Complaint” or “SAC”). The SAC alleges that defendant Lyft, Inc. (“Defendant”) violated the
14 federal Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), the Washington
15 Commercial Electronic Mail Act, RCW 19.190.010 *et seq.* (“CEMA”), and the Washington
16 Consumer Protection Act, RCW 19.86.010 *et seq.* (“CPA”), by sending unsolicited commercial
17 text messages to Plaintiff and members of the putative class on telephone numbers assigned to
18 wireless subscribers.
19

20
21 **1.02** Lyft disputes Plaintiff’s allegations in the SAC and denies all liability with respect
22 to the individual claims and claims alleged on behalf of the putative class, among other things.
23 Plaintiff’s counsel have conducted a thorough investigation of the facts and law related to this
24 action, including, but not limited to, examining certain documents and data produced by Lyft and
25 various third parties with knowledge and information related to the facts of the case. The Parties
26

1 are entering into this Agreement to avoid the risk and expense of further litigation, to resolve all
2 disputes that have arisen between them, and to settle any and all claims that do or may exist in the
3 past, and up to the date of preliminary approval of the settlement.
4

5 **1.03** This Settlement Agreement is the result of good faith, arm's-length settlement
6 negotiations that took place over many months. The Parties have exchanged information and have
7 had a full and fair opportunity to evaluate the strengths and weaknesses of their respective
8 positions.
9

10 **1.04** The Parties understand, acknowledge, and agree that the execution of this
11 Settlement Agreement constitutes the settlement and compromise of disputed claims. This
12 Settlement Agreement is inadmissible as evidence against any of the Parties except to enforce the
13 terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part
14 of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete
15 and final settlement and resolution of all existing disputes and claims as set forth in this Agreement.
16

17 **1.05** The Parties hereby stipulate and agree that, in consideration of the agreements,
18 promises, and covenants set forth in this Settlement Agreement, and subject to approval of the
19 Court, the Action shall be fully and finally settled and the Action dismissed with prejudice under
20 the following terms and conditions:
21

22 **II. DEFINITIONS**

23
24 As used in this Agreement and the related documents attached as exhibits (A: Preliminary
25 Approval Order; B: Email Notice and Claim Form; C: Publication Notice; D: Long Form Notice)
26

1 the below terms shall have the meanings set forth below. The singular includes the plural and vice
2 versa.

3
4 **2.01** “Lyft’s Counsel” or “Defendant’s Counsel” means Mayer Brown LLP and Byrnes
5 Keller Cromwell LLP.

6
7 **2.02** “Lyft” or “Defendant” refers to Defendant Lyft, Inc.

8
9 **2.03** “Action” means the civil action entitled *Kenneth Wright v. Lyft, Inc.*, Case No. 2:14-
10 cv-00421 (W.D. Wash.).

11 **2.04** “Agreement” or “Settlement Agreement” means this Stipulation and Settlement
12 Agreement, including all attached and/or incorporated exhibits.

13
14 **2.05** “Aggregate Fees, Costs, and Expenses” means the aggregate Attorneys’ Fees and
15 Costs, the Settlement Administration Costs and the Incentive Award.

16
17 **2.06** “Approved Claim” means a Claim made by a Settlement Class Member that the
18 Settlement Administrator, in its discretion, subject to Class Counsel and Defendant’s review,
19 determines to be timely, accurate, complete, and signed. Defendant retains the right to verify all
20 Approved Claims and notify the Settlement Administrator of any discrepancies, subject to Class
21 Counsel review as set forth in this Agreement.

22
23 **2.07** “Attorneys’ Fees and Costs” means all fees, costs and expenses to be awarded as
24 per the Settlement of this Action pursuant to the Fee and Cost Application.

1 **2.08** “Benefit Check” means the negotiable check(s) to be sent to the Settlement Class
2 Members pursuant to Section IV of this Agreement.

3
4 **2.09** “CAFA Notice” refers to the notice pursuant to the Class Action Fairness Act, 28
5 U.S.C. § 1715(b) to be provided by the Settlement Administrator pursuant to Section VIII of this
6 Agreement.

7
8 **2.10** “Cash Benefit” means a cash payment from the Settlement Fund to an eligible
9 Settlement Class Member, as set forth in Section IV of this Agreement.

10
11 **2.11** “CEMA” means the Washington Commercial Electronic Mail Act, RCW
12 19.190.010 *et seq.*, and any regulations or rulings promulgated under it.

13 **2.12** “Claim” means a completed Claim Form received by the Settlement Administrator.
14

15 **2.13** “Claim Form” means the claim form to be provided by the Settlement
16 Administrator to Settlement Class Members along with the Email Notice and that will be available
17 online on the Settlement Website. The Claim Form included with the Email Notice shall be
18 substantially in the form of Exhibit B.2. The online Claim Form interface shall be developed by
19 the Settlement Administrator and is subject to review and approval by the Parties.
20

21 **2.14** “Class Counsel” means and includes:
22

23 Donald W. Heyrich
24 HKM Employment Attorneys LLP
25 600 Stewart Street, Suite 901
26 Seattle, WA 98101

1 Peter Stutheit
2 Stutheit Kalin LLC
3 1 SW Columbia Street, Suite 1850
4 Portland, OR 97258

5 **2.15** “Class Notice” means any type of notice that has been or will be provided to the
6 Settlement Class pursuant to this Agreement and any additional notice that might be ordered by
7 the Court, including but not limited to the Email Notice, the Publication Notice, and the Long
8 Form Notice.

9 **2.16** “Class Period” means from June 1, 2012 through the date of preliminary approval.

10 **2.17** “Class Representative” or “Plaintiff” means the named plaintiff Kenneth Wright.

11 **2.18** “Complaint” means the Second Amended Complaint filed in this Action by
12 Plaintiff and Class Counsel.
13

14 **2.19** “Court” means the United States District Court for the Western District of
15 Washington, and Judge Barbara J. Rothstein or any other judge before whom the Action is pending.
16

17 **2.20** “CPA” means the Washington Consumer Protection Act, RCW 19.86.010 *et seq.*,
18 and any regulations or rulings promulgated under it.
19

20 **2.21** “Effective Date” means the date on which the Final Approval Order and Judgment
21 has become Final as defined in Section 2.24.
22

23 **2.22** “Email Notice” means the written notice that will be electronically mailed to the
24 Settlement Class Members by the Settlement Administrator and will be substantially in the form
25 of Exhibit B.1.
26

1 **2.23** “Fee and Cost Application” means the written motion or application by which
2 Plaintiff and/or Class Counsel requests that the Court award Attorneys’ Fees and Costs and the
3 Incentive Award.
4

5 **2.24** “Final” means that the Final Approval Order and Judgment has been entered on the
6 docket in the Action and (a) the time to appeal from such Order and Judgment has expired and no
7 appeal has been filed, or (b) if an appeal from such Order and Judgment has been filed, it has
8 finally been resolved and has resulted in an affirmance of the Final Approval Order and Judgment,
9 or (c) the Court, following the resolution of any appeal from the Final Approval Order and
10 Judgment, enters a further order or orders approving the Settlement on the terms set forth in this
11 Agreement, and either no further appeal is taken from such order(s) or any such appeal results in
12 the affirmance of such orders. Neither the pendency of the Fee and Cost Application, nor any
13 appeal pertaining solely to a decision on the Fee and Cost Application, shall in any way delay or
14 preclude the Final Approval Order and Judgment from becoming Final.
15
16

17 **2.25** “Final Approval Hearing” means the hearing scheduled to take place no sooner than
18 thirty (30) days after the deadline for filing objections to the settlement, at which the Court shall:
19 (a) determine whether to grant final approval to this Settlement Agreement and to finally certify
20 the Settlement Class; (b) consider any timely objections to this Settlement and all responses
21 thereto; (c) rule on the Fee and Cost Application; and (d) dismiss the Action with prejudice.
22

23 **2.26** “Final Approval Order and Judgment” means the order in which the Court grants
24 final approval of this Settlement Agreement, finally certifies the Settlement Class, and authorizes
25 the entry of a final judgment and dismissal of the Action with prejudice.
26

1 **2.27** “Incentive Award” means the incentive payment to the Class Representative, in
2 accordance with Section V of this Settlement Agreement.

3
4 **2.28** “Litigation” means the legal proceedings in the Action.

5
6 **2.29** “Long Form Notice” means the notice that shall be made available on the
7 Settlement Website, in the form attached as Exhibit D.

8 **2.30** “Lyft Database” means the database provided by Lyft to the Settlement
9 Administrator containing the wireless numbers and, if available, the names and/or email addresses
10 of potential recipients of text messages with Washington State area codes during the Class Period.

11
12 **2.31** “Objection Deadline” means sixty (60) days following the deadline for sending
13 notice to the Settlement Class.

14
15 **2.32** “Opt-Out Deadline” means sixty (60) days following the deadline for sending
16 notice to the Settlement Class.

17
18 **2.33** “Parties” shall refer to Plaintiff, the Settlement Class, and Lyft.

19
20 **2.34** “Person” means any natural person, firm, corporation, unincorporated association,
21 partnership, or other form of legal entity or government body, including its agents and
22 representatives.

23 **2.35** “Preliminary Approval Order” means the Order, such as an Order substantially in
24 the form of Exhibit A, in which the Court grants its preliminary approval to this Settlement
25
26

1 Agreement and preliminarily certifies the Settlement Class, authorizes dissemination of Class
2 Notice to the Settlement Class, and appoints the Settlement Administrator.

3
4 **2.36** “Publication Notice” means notice of this Settlement Agreement to be provided to
5 Settlement Class Members under Section 8.03 of the Settlement Agreement substantially in the
6 form attached as Exhibit C.

7
8 **2.37** “Release” means the releases set forth in Section XIII of this Settlement Agreement.

9
10 **2.38** “Released Claims” means the claims released in Section XIII of this Settlement
11 Agreement.

12 **2.39** “Released Parties” means: (a) Lyft; (b) Lyft’s past, present, and future direct and
13 indirect owners, parents, subsidiaries, and other corporate affiliates; (c) Lyft’s successors and
14 predecessors and their respective past, present, and future direct and indirect owners, parents,
15 subsidiaries, and other corporate affiliates; (d) any persons or entities with which Lyft contracted
16 with or engaged to send commercial text messages; (e) any Lyft users who sent or caused to be
17 sent invitational text messages for the Lyft service; (f) Lyft’s insurance carriers; and (g) for each
18 of the foregoing Persons, each of their past, present, or future officers, directors, shareholders,
19 owners, employees, representatives, agents, principals, partners, members, administrators,
20 legatees, executors, heirs, estates, predecessors, successors, or assigns.

21
22
23 **2.40** “Request for Exclusion” means the written submission submitted by a Settlement
24 Class Member to opt out of the Settlement consistent with the terms of this Settlement Agreement.

1 **2.41** “Share” or “Shares” shall have the meanings set forth in Section 4.02 of this
2 Agreement.

3
4 **2.42** “Settlement” means the Settlement set forth in this Agreement between Plaintiff
5 and Lyft and each and every exhibit attached hereto.

6
7 **2.43** “Settlement Administration Costs” means any and all fees and costs incurred in
8 administering the Settlement, to be paid exclusively from the Settlement Fund, including but not
9 limited to, the fees and costs of disseminating all Class Notice, publishing Class Notice,
10 administering and maintaining the Settlement Website, and providing Benefit Checks to
11 Settlement Class Members, but specifically excluding the payment of all Cash Benefits, payment
12 of the Incentive Award, and payment of the any amounts awarded pursuant to the Fee and Cost
13 Application.

14
15 **2.44** “Settlement Administrator” means JND Legal Administration.

16
17 **2.45** “Settlement Class” means and includes “[a]ll Washington residents who, between
18 June 1, 2012, and the date of preliminary approval, received on their cellular telephones one or
19 more invitational or referral text messages through Lyft’s ‘Invite A Friend’ program.” The
20 following are excluded from the Settlement Class: (1) any judge that may preside over this case;
21 (2) any of the Released Parties, other than Lyft users who sent or caused to be sent invitational text
22 messages; (3) any Settlement Class Member who has timely submitted a Request for Exclusion by
23 the Opt-Out Deadline; (4) any person or entity who has previously given a valid release of the
24 claims asserted in the Action; and (5) Plaintiff’s Counsel and their employees.
25
26

1 **2.46** “Settlement Class Members” means the Plaintiff and those persons who are
2 members of the Settlement Class, as set forth in the Settlement Class as defined above.
3

4 **2.47** “Settlement Fund” means the common fund of three million, nine hundred ninety-
5 five thousand dollars (\$3.995 million), which will be the total aggregate amount that Lyft will be
6 obligated to pay by operation of the Settlement, if approved. This Settlement Fund will constitute
7 Lyft’s exclusive payment obligation under the Settlement Agreement and will be used to pay:
8 (a) Cash Benefits paid to Settlement Class Members; (b) Attorneys’ Fees and Costs, as awarded
9 by the Court; (c) any Incentive Award awarded to Kenneth Wright; (d) Settlement Administration
10 Costs, including costs of notice (including CAFA Notice). No portion of the Settlement Fund will
11 be returned to Lyft, unless the Settlement is terminated in accordance with the terms of this
12 Settlement Agreement.
13

14 **2.48** “Settlement Website” means the Internet website to be operated and maintained by
15 the Settlement Administrator as described in Section VI of this Settlement Agreement.
16

17 **2.49** “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, and any
18 regulations or rulings promulgated under it.
19

20 **2.50** “Total Class Member Benefits Payout” shall have the meaning set forth in Section
21 4.02 of this Agreement.
22

23 **2.51** When a deadline or date falls on a weekend or a legal Court holiday, the deadline
24 or date shall be extended to the next business day that is not a weekend or legal Court holiday.
25
26

1 **III. ALL PARTIES RECOMMEND APPROVAL OF THE SETTLEMENT**

2 **3.01 Lyft's Position On The Conditional Certification Of Settlement Class.** Lyft denies
3 that a litigation class properly could be certified on the claims asserted in this Litigation and
4 disputes that the litigation of this case on a class-wide basis would be manageable. Solely for
5 purposes of avoiding the expense and inconvenience of further litigation, however, Lyft does not
6 oppose the certification of the Settlement Class for the purposes of this Settlement only.
7 Certification of the Settlement Class will not be deemed a concession that certification of a
8 litigation class is appropriate, nor would Lyft be precluded from challenging class certification in
9 further proceedings in this Litigation or in any other action if the Settlement Agreement is not
10 finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for
11 any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of
12 waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this
13 Litigation or any other judicial proceeding. No agreements made by or entered into by Lyft in
14 connection with the Settlement Agreement may be used by Plaintiff, any Settlement Class
15 Member, or any other Person to establish any of the elements of class certification in any litigated
16 certification proceedings, whether in this Litigation or any other judicial proceeding.
17
18

19
20 **3.02 Plaintiff's Belief In The Merits Of Case.** Plaintiff and his counsel diligently
21 examined documents and data produced by Lyft with knowledge and information related to the
22 facts of this case. Plaintiff believes that the claims asserted in this Litigation have merit and that
23 the evidence developed to date supports those claims. This Settlement will in no event be
24 construed or deemed to be evidence of or an admission or concession on the part of Plaintiff that
25 there is any infirmity in the claims asserted by Plaintiff.
26

1 **3.03** Plaintiff Recognizes The Benefits Of Settlement. Plaintiff recognizes and
2 acknowledges, however, the expense and amount of time that would be required to continue to
3 pursue this Litigation against Lyft, as well as the uncertainty, risk, and difficulties of proof inherent
4 in prosecuting such claims on behalf of the Settlement Class. Plaintiff has concluded that it is
5 desirable that this Litigation and any Released Claims be fully and finally settled and released as
6 set forth in this Settlement, as such is in the best interest of the members of the Settlement Class.
7 Plaintiff and Class Counsel believe that the Settlement set forth in this Agreement confers
8 substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement
9 Class to settle as described in this Agreement.
10

11
12 **IV. SETTLEMENT FUND AND SETTLEMENT CLASS RELIEF**

13 In consideration of a full, complete, and final settlement of the Action, dismissal of the
14 Action with prejudice, and the Release in Section XIII below, and subject to the Court's approval,
15 the Parties agree to the following relief:
16

17 **4.01** Settlement Fund. Lyft will become obligated to deposit a total of \$3,995,000 into
18 the Settlement Fund when this Settlement becomes Final, which Settlement Fund will be
19 maintained by the Settlement Administrator for the benefit of the Settlement Class and Class
20 Counsel. All of the monies deposited by Lyft into the Settlement Fund will be placed in an interest
21 bearing escrow account established and maintained by the Settlement Administrator. The interest
22 generated, if any, will accrue to the benefit of the Settlement Class and is to be added into the
23 Settlement Fund. Lyft shall make deposits into the Settlement Fund in accordance with the
24 following schedule:
25
26

1 a. Within twenty-one (21) days of the entry of the Preliminary Approval
2 Order, Lyft will disburse to the Settlement Administrator three hundred thousand dollars
3 (\$300,000) of the Settlement Fund to be used by the Settlement Administrator for preliminary
4 Settlement Administration Costs, including the costs to complete the Class Notice, establish and
5 maintain the Settlement Website, establish and maintain a toll-free number for questions by class
6 members, as well as any other initial administration costs to the Parties. To the extent that
7 additional Settlement Administration Costs are incurred after this initial payment, but before the
8 Effective Date, the Settlement Administrator will bill, and Lyft shall pay, such additional costs.
9 For any additional costs of Settlement Administration that are paid by Lyft, Lyft shall receive a
10 credit against the amounts required to be paid into the Settlement Fund.
11

12
13 b. All Settlement Administration Costs will be drawn from the Settlement
14 Fund by the Settlement Administrator, subject to the written approval of Lyft (via its counsel) and
15 Class Counsel, which approval shall not be withheld unreasonably.
16

17 c. Lyft will disburse to the Settlement Administrator the remainder of the
18 Settlement Fund within twenty-one (21) days following the Effective Date.
19

20 **4.02 Payments From The Settlement Fund.**

21 a. The total amount distributed to the Settlement Class (the “Total Class
22 Member Benefits Payout”) shall be the Settlement Fund and any earnings thereon, less the amount
23 awarded by the Court for Attorney’s Fees and Costs to Class Counsel, the Incentive Award, and
24 the Settlement Administration Costs. The Total Class Member Benefits Payout shall be distributed
25 to the Settlement Class as follows:
26

- 1 • **Group A:** each Settlement Class Member who submits a claim and (i) received
2 a text message or messages before February 9, 2015 and (ii) did not accept
3 Lyft's Terms of Service shall be awarded 10 Shares.
- 4 • **Group B:** each Settlement Class Member who submits a claim and (i) received
5 a text message or messages before February 9, 2015 and (ii) did accept Lyft's
6 Terms of Service shall be awarded 5 Shares.
- 7 • **Group C:** each Settlement Class Member who submits a claim and (i) received
8 a text message or messages on or after February 9, 2015 and (ii) did not accept
9 Lyft's Terms of Service shall be awarded 2 Shares.
- 10 • **Group D:** each Settlement Class Member who submits a claim and (i) received
11 a text message or messages on or after February 9, 2015 and (ii) did accept
12 Lyft's Terms of Service shall be awarded 1 Share.
- 13
- 14

15 Each Share shall entitle a Settlement Class Member who files a claim to be paid a
16 Cash Benefit that shall be equal to the net of the Total Class Member Benefits Payout divided by
17 the total number of Shares awarded to all claiming Settlement Class Members. Cash Benefits will
18 be paid via a Benefits Check.

19
20 Claimants who submit Approved Claims shall be entitled to receive a Cash Benefit
21 based on the calculation described in Section 4.02(a) above. Multiple subscribers to, and/or
22 owners or users of, the same telephone and/or number will be entitled to a single recovery per
23 telephone number.
24

1 b. Certain settlement Class Members will be asked to provide either a
2 Taxpayer Identification Number (TIN) or a Social Security Number (SSN) if they are receiving
3 \$600 or more in a Cash Benefit due to Internal Revenue Service reporting requirements. The
4 Settlement Administrator will issue a written notice to Settlement Class Members who will receive
5 a payment of \$600 or more as a Cash Benefit, once the allocation of Cash Benefits is determined
6 following Final Approval. The Settlement Administrator will engage in follow-up contact with
7 any Class Member who, upon notice, fails to provide a TIN or SSN. If, after such follow-up
8 contact, no Taxpayer Identification or Social Security Number is timely provided, payment of the
9 Cash Benefit will be limited to \$599.
10

11
12 c. If any Benefit Checks are returned, the Settlement Administrator will
13 attempt to obtain a new mailing address for that Settlement Class Member. If, after a second
14 mailing, the Benefit Check is again returned, no further efforts need be taken by the Settlement
15 Administrator to resend the Benefit Check.
16

17 d. The Benefit Checks shall state that they are invalid after one hundred eighty
18 (180) days from the date of the check. If any Settlement Class Member fails to cash a Benefit
19 Check within that period of time, that Settlement Class Member shall forever waive and release
20 his, her or its claim for payment under this Agreement.
21

22 e. If any amounts remain in the Settlement Fund because Settlement Class
23 Members have their payments capped at \$599 because they fail to provide a TIN or SSN or because
24 Settlement Class Members fail to cash their respective Benefit Checks, such unclaimed monies
25 shall be distributed as follows:
26

1 (a) *pro rata* to the claiming Settlement Class Members who cashed their initial
2 Benefits Checks, subject to the requirement that if the initial Benefit Check
3 exceeded \$599 or the second Benefit check will result in a total payment to the
4 Settlement Class Member that exceeds \$599, the Settlement Class Member must
5 provide a TIN or SSN to receive a second Benefit Check; and
6

7 (b) to the extent such a distribution is administratively and economically not
8 feasible, to the *cy pres* designated recipient(s), which will be one or more nonprofit
9 organizations mutually agreed upon by the Parties and approved and appointed by
10 the Court.
11

12 f. Any distribution of the Settlement Fund to the Settlement Class or any other
13 person, other than the Settlement Administrator pursuant to the terms of this Agreement, shall
14 commence only after the Effective Date. The Aggregate Fees, Costs, and Expenses shall be paid
15 from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class. The
16 remainder of the Settlement Fund shall be used to pay Cash Benefits in accordance with the rules
17 set forth in this Agreement.
18

19 g. No portion of the Settlement Fund will be returned to Lyft, except as
20 provided in Section XIV, Termination of the Agreement.
21

22 h. If this Settlement Agreement is not approved or for any reason the Effective
23 Date does not occur, no payments or distributions of any kind shall be made, other than payments
24 to the Settlement Administrator for services rendered and costs incurred.
25
26

1 **V. ATTORNEYS' FEES, COSTS AND PAYMENT TO CLASS REPRESENTATIVE**

2 **5.01 Attorneys' Fees And Costs.** Class Counsel will file a Fee and Cost Application
3 with the Court for an award of Attorneys' Fees and Costs to be paid from the Settlement Fund.
4 Subject to the conditions set forth in this Agreement, Class Counsel will be entitled to payment of
5 the Attorneys' Fees and Costs awarded by the Court out of the Settlement Fund within thirty (30)
6 days of the Effective Date. Class Counsel intend to request fees not to exceed 25% of the
7 Settlement Fund. Lyft has agreed not to oppose a request for fees up to 25 percent of the Settlement
8 Fund. This proposed payment of Attorneys' Fees and Costs is subject to Court approval. The
9 parties warrant that they commenced negotiations on proposed Attorneys' Fees and Costs (along
10 with the Incentive Award discussed in Section 5.02) only after they reached agreement on all other
11 material terms of this Settlement Agreement.
12
13

14 **5.02 Payment Of The Incentive Award To Class Representative.** The Class
15 Representative will ask the Court to award him an Incentive Award of \$5,000 for the time and
16 effort he has invested in the Action. Lyft has agreed not to oppose that request. Within thirty (30)
17 days after the Effective Date, and after receiving W-9 forms from the Class Representative, the
18 Settlement Administrator will disburse such funds to the Class Representative as awarded by the
19 Court. The parties warrant that they commenced negotiations on the proposed Incentive Award
20 (along with the Attorneys' Fees and Costs discussed in Section 5.01) only after they reached
21 agreement on all other material terms of this Settlement Agreement.
22
23

24 **5.03 Settlement Independent Of Award Of Fees, Costs And Incentive Award.** The
25 payments of Attorneys' Fees and Costs and the Incentive Award set forth in Sections 5.01 and
26 5.02 are subject to and dependent upon the Court's approval as fair, reasonable, adequate, and in

1 the best interests of Settlement Class Members. This Settlement, however, is not dependent or
2 conditioned upon the Court's approving Plaintiff's and/or Class Counsel's requests for such
3 payments or awarding the particular amounts sought by Plaintiff and/or Class Counsel. In the
4 event the Court declines Plaintiff's and/or Class Counsel's requests or awards less than the
5 amounts sought, this Settlement will continue to be effective and enforceable by the Parties.
6

7 **5.04** In the event that the Settlement does not become effective for any reason, including
8 termination by one or more of the parties as contemplated by the terms of this Agreement, the
9 agreement to pay Attorneys' Fees and Costs shall be void, and no doctrine of waiver, estoppel or
10 preclusion will be asserted in any litigated proceedings in this matter. No statements made or
11 actions taken by either party in furtherance of this Attorneys' Fees and Costs Application constitute
12 or may be used as an admission of, or evidence of, the validity or invalidity of any claims for
13 Attorneys' Fees and Costs.
14

15 **VI. SETTLEMENT ADMINISTRATION AND COSTS**

16 **6.01** Costs Of Notice. All costs of providing Class Notice, including the costs of
17 identifying members of the Settlement Class and the costs of printing, web hosting and/or
18 publishing the Class Notice, shall be paid for out of the Settlement Fund, subject to the terms of
19 this Settlement Agreement. In the event that this Settlement Agreement is terminated in
20 accordance with its terms, Lyft shall bear any costs of providing Class Notice already incurred.
21

22 **6.02** Costs Of Administering Settlement. All Settlement Administration Costs shall be
23 paid for out of the Settlement Fund. In the event that this Settlement Agreement is terminated in
24 accordance with its terms, Lyft shall bear any Settlement Administration Costs already incurred.
25
26

1 **6.03** Settlement Administrator. The Settlement Administrator will be responsible for all
2 matters relating to the administration of this Settlement, as set forth below. Those responsibilities
3 include, but are not limited to:

4
5 a. issuing and completing Class Notice, as provided in Section VIII of this
6 Settlement Agreement;

7
8 b. obtaining complete name and address information for Settlement Class
9 Members (where possible) and new addresses for returned emails;

10
11 c. creating and maintaining a Settlement Website, from which Settlement
12 Class Members can access copies of the Complaint, this Settlement Agreement, the Long Form
13 Notice, Email Notice and Claim Form, the Preliminary Approval Order and other important
14 documents and information about the Settlement;

15
16 d. setting up a toll-free telephone number to answer questions from potential
17 Settlement Class Members about the settlement;

18 e. acting as a liaison between Settlement Class Members and the Parties;

19
20 f. handling the process of mailing Benefit Checks,

21
22 g. preparing and providing a declaration to Lyft’s counsel and Class Counsel,
23 no later than seven (7) calendar days prior to the Final Approval Hearing, that will: (i) attest to
24 compliance with the provisions of this Settlement Agreement related to Class Notice; and (ii) list
25 each Settlement Class Member who timely and validly opted out of the Settlement; and
26

1 h. performing any other tasks reasonably required to effectuate the Settlement.
2

3 VII. CLAIMS PROCESS

4 **7.01** Claims Forms. To be eligible to receive a Cash Benefit, a Settlement Class Member
5 must submit a Claim Form that is determined by the Settlement Administrator to be valid, pursuant
6 to the Claim Review Process set forth in Section 7.04, below.
7

8 a. A Claim Form must include the following information: (i) the full legal
9 name of the Settlement Class Member, (ii) the Settlement Class Member's Claim Number, which
10 will be provided by the Settlement Administrator, (iii) a valid, current telephone number for the
11 Settlement Class Member, and (iv) a valid email address for the Settlement Class Member, if
12 available.
13

14 b. The Claim Form and Instructions for submission are attached to this
15 Agreement along with the Email Notice as Exhibit B.
16

17 c. Each Settlement Class Member shall affirm that their statements in the
18 Claim Form are true and correct to the best of their knowledge and belief.
19

20 **7.02** Submission of Claims. Notices delivered via email to Settlement Class Members
21 shall contain a hyperlink to the Claim Form. Settlement Class Members may submit a Claim Form
22 electronically through the Settlement Website. Settlement Class Members may also submit a
23 Claim Form by mail at their own expense. The Settlement Website shall include a downloadable,
24 printable Claim Form.
25
26

1 **7.03** Claims Period. To be valid, Claim Forms submitted online via the Settlement
2 Website must be submitted no later than sixty (60) days after the Class Notice Date. To be valid,
3 Claim Forms submitted by mail must be postmarked no later than sixty (60) days after the Class
4 Notice Date.
5

6 **7.04** Claims Review Process. Lyft shall have the right to verify the accuracy of
7 information submitted during the Claims Process, either through its own records or through the
8 Settlement Administrator, to ensure that claimants are Settlement Class Members and that they
9 have submitted valid claims.
10

11 a. Any Claim Form that does not contain substantially all of the required
12 information may be deemed invalid. However, the Settlement Administrator may call, email or
13 mail such Settlement Class Member notifying them of the missing information and/or
14 deficiencies and providing them with an opportunity to cure (the “Cure Notice”). Settlement Class
15 Members shall have until the end of the Claims Period or thirty (30) days from the date of e-
16 mailing or mailing the Cure Notice to the Settlement Class Member, whichever is longer, to cure
17 defective or incomplete claims. The 30-day cure period may extend after the end of the Claims
18 Period for submission of Claim Forms so long as the original Claim Form was timely submitted.
19
20

21 b. The Settlement Administrator shall attempt to obtain a valid email address for each
22 Claim Form received that did not include a valid email address. Failure to provide an email address
23 is not a basis to deny a claim that otherwise contains substantially all of the required information
24 on the Claim Form.
25
26

1 c. The Settlement Administrator shall have the right to reject any claims that are
2 deemed to be fraudulent or invalid or any claims that are deemed to be defective or incomplete
3 after the Settlement Class Member has been provided an opportunity to cure pursuant to Section
4 7.04(a) above.
5

6 **VIII. CLASS NOTICE**

7 **8.01** In the event that the Court enters the Preliminary Approval Order, the Settlement
8 Administrator will provide Class Notice to the Settlement Class as provided for in this Agreement.
9

10 **8.02 Notice and Claim Form.**

11
12 a. For the purposes of providing Class Notice and administering the
13 Settlement, Lyft shall provide to the Settlement Administrator the Lyft Database within thirty (30)
14 days of entry of the Preliminary Approval Order. The Settlement Administrator shall perform
15 investigations deemed appropriate by the Settlement Administrator (such as reverse lookups of
16 wireless phone numbers) in an attempt to identify complete name, address, and email information
17 of each Settlement Class Member. The Notice and Claim Form, as set forth below, will be
18 provided to all persons in the Lyft Database within sixty (60) calendar days following entry of the
19 Preliminary Approval Order.
20

21 b. The Settlement Administrator will send the Notice by email to all
22 Settlement Class Members whose email addresses are listed in the Lyft Database or can otherwise
23 be identified. For all email returned as undeliverable, the Settlement Administrator will perform
24 data searches and other reasonable steps to attempt to obtain better contact information on the
25 Settlement Class Member, and shall re-mail such Notices at least one additional time. If the
26

1 Settlement Administrator is unable to locate a Settlement Class Member's e-mail address but is
2 able to identify that Settlement Class Member's name and mailing address, the Settlement
3 Administrator must mail a Notice to that Class Member. All costs of research, address
4 determination and confirmation, data searches, and re-mailing of undeliverable Notices will be
5 considered Settlement Administration Costs and deducted from the Settlement Fund.
6

7 **8.03** Publication Notice. The parties have diligently investigated whether name and
8 address information is available for potential class members whose email addresses are unknown.
9 Because the parties have determined that this information may not available for many class
10 members, the best notice that is practicable for settlement class members whose other contact
11 information is unknown is publication notice. The Settlement Administrator or Defendant will
12 cause to be published the Publication Notice once in the following publication, not later than sixty
13 (60) calendar days after entry of the Preliminary Approval Order: *The Spokesman Review* and *The*
14 *Seattle Times*. The Publication Notice shall be sized for a one-quarter page ad in each publication.
15
16

17 **8.04** Settlement Website. After entry of the Preliminary Approval Order and prior to the
18 date of the mailing of the Notice, the Settlement Administrator shall cause the Complaint, Long
19 Form Notice, Claim Form, and this Settlement Agreement to be made available on a dedicated
20 Settlement Website to be administered by the Settlement Administrator.
21

22 **8.05** CAFA Notice. Defendant, through the Settlement Administrator, will be
23 responsible for serving the required CAFA Notice no later than ten (10) calendar days after the
24 filing of the motion for preliminary approval of the settlement. Both Defendant and Class Counsel
25
26

1 shall ensure that the Settlement Administrator has contracted in writing to retain such documents
2 and records in accordance with this paragraph.

3
4 **8.06** The Settlement Administrator shall have discretion to make minor revisions to the
5 format of the Class Notice in a reasonable manner to reduce mailing or administrative costs.
6 Before Class Notice is commenced, Class Counsel and Lyft's Counsel shall first be provided with
7 a proof copy of any and all Class Notices (including what the items will look like in their final
8 form), and shall have the right to inspect the same for compliance with the Settlement Agreement
9 and with the Court's Orders.

10
11 **8.07** Declarations Of Compliance. The Settlement Administrator shall prepare a
12 declaration attesting to compliance with the Class Notice requirements of this Settlement
13 Agreement. Such declaration shall be provided to Class Counsel and Lyft's Counsel and filed
14 with the Court no later than seven (7) days prior to the Final Approval Hearing.

15
16 **8.08** Best Notice Practicable. The Parties agree that compliance with the procedures
17 described in this Section is the best notice practicable under the circumstances and shall constitute
18 due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the
19 Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and
20 shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States
21 Constitution, and any other applicable law, rule and/or regulation.

22
23
24 **8.09** Payments to Settlement Class Members Who Submit Valid Claims. By no later
25 than forty-five (45) days after the Effective Date, the Settlement Administrator shall send
26 settlement payments to all Settlement Class Members who submitted valid claims.

1 **IX. PRELIMINARY APPROVAL**

2 **9.01 Order Of Preliminary Approval.** As soon as practicable after the execution of this
3 Settlement Agreement, Class Counsel shall apply for entry of the Preliminary Approval Order in
4 the form of Exhibit A. The proposed Preliminary Approval Order shall include provisions:
5

6 a. preliminarily certifying the Settlement Class for settlement purposes only;
7
8 b. preliminarily approving this Settlement and finding this Settlement
9 sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement
10 Class;

11 c. approving the form, content, and manner of the Class Notice;
12
13 d. appointing JND Legal Administration as the Settlement Administrator;
14
15 e. setting a schedule for proceedings with respect to final approval of this
16 Settlement, including scheduling a Final Approval Hearing for no earlier than thirty (30) days after
17 the deadline for Class Members to file written objections to the settlement.
18

19 f. providing that, pending entry of a Final Approval Order and Judgment, the
20 Parties shall cooperate in seeking orders that no Settlement Class Member (either directly, in a
21 representative capacity, or in any other capacity) shall commence or continue any action against
22 Lyft or other Released Parties asserting any of the Released Claims;
23

24 g. staying the Action, other than such proceedings as are related to this
25 Settlement; and
26

1 h. providing that no admissions have been made by Lyft.
2

3 **X. OPT-OUTS AND OBJECTIONS**

4 **10.01 Opting Out Of The Settlement.** A Settlement Class Member wishing to make a
5 Request for Exclusion from the Settlement Class shall mail the request in written form, by first
6 class mail, postage prepaid, and postmarked to the address of the Settlement Administrator as
7 specified in the Class Notice, within sixty (60) days after the deadline for sending notice. Such
8 Request for Exclusion shall clearly indicate the name, address, and telephone number of the person
9 or entity seeking exclusion, and the name and case number of the case; must be signed by such
10 person; and shall state that the Settlement Class Member excludes him or herself from the
11 Settlement. The Request for Exclusion shall not be effective unless it provides the required
12 information and is postmarked no later than the Opt-Out Deadline, or the exclusion is otherwise
13 accepted by the Court. No Settlement Class Member, or any person acting on behalf of or in
14 concert or in participation with that Settlement Class Member, may request exclusion of any other
15 Settlement Class Member from the Settlement Class. Copies of Requests for Exclusion will be
16 provided by the Settlement Administrator to Class Counsel and to Lyft's Counsel not later than
17 seven (7) days after the Opt-Out Deadline. The Requests for Exclusion shall be filed with the
18 Court by the Settlement Administrator in connection with the Plaintiff's Motion for Final Approval
19 of the Class Action Settlement.
20
21

22
23 **10.02 Deadline.** The Settlement Administrator will provide the Parties with copies of
24 each Request for Exclusion it receives, and will provide a list of each Settlement Class Member
25 who timely and validly opted out of the Settlement in its declaration filed with the Court, as
26 required by Section VI. Settlement Class Members who do not properly and timely submit a

1 Request for Exclusion will be bound by this Settlement Agreement and the Judgment, including
2 the Release in Section XIII below. Any member of the Settlement Class who submits a valid and
3 timely Request for Exclusion will not be a Settlement Class Member and will not be bound by the
4 terms of this Settlement Agreement.
5

6 **10.03 Objections.** Any Settlement Class Member who intends to object to the fairness of
7 this Settlement must file a written objection with the Court by the Objection Deadline.
8

9 a. In the written objection, the Settlement Class Member must state his or her
10 full name, address, and telephone number, and must state the reasons for his, her or its objection,
11 and whether he, she or it intends to appear at the Fairness Hearing on his, her or its own behalf or
12 through counsel. Any documents supporting the objection must also be attached to the objection.
13

14 b. The Parties will have the right to depose or seek discovery from any objector
15 to assess whether the objector has standing or the objection has merit.
16

17 **10.04 Fairness Hearing.** Any Settlement Class Member who has timely filed an Objection
18 may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement
19 Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this
20 Settlement Agreement or the Settlement.
21

22 **XI. FINAL APPROVAL AND JUDGMENT ORDER**

23 **11.01** No later than seven (7) calendar days prior to the Final Approval Hearing, the
24 Settlement Administrator will file with the Court and serve on counsel for all Parties a declaration
25
26

1 stating that the Class Notice required by the Agreement has been completed in accordance with
2 the terms of the Preliminary Approval Order.

3
4 **11.02** If the Court issues the Preliminary Approval Order, and all other conditions
5 precedent to the Settlement have been satisfied, no later than seven (7) calendar days prior to the
6 Final Approval Hearing:

7
8 a. All Parties will request, individually or collectively, that the Court enter the
9 Final Approval Order, with Class Counsel filing a memorandum of points and authorities in
10 support of a motion seeking Final Approval; and

11
12 b. Class Counsel and/or Lyft may file a memorandum addressing any
13 Objections submitted to the Settlement.

14
15 **11.03** At the Final Approval Hearing, the Court will consider and determine whether the
16 provisions of this Agreement should be approved, whether the Settlement should be finally
17 approved as fair, reasonable, and adequate, whether any objections to the Settlement should be
18 overruled, whether the Attorneys' Fees and Costs requested by Class Counsel and Incentive Award
19 to the Class Representative should be approved, and whether a Judgment finally approving the
20 Settlement should be entered.

21
22 **11.04** This Agreement is subject to and conditioned upon the issuance by the Court of a
23 Final Approval Order that grants final approval of this Agreement and enters a final Judgment and:

24
25 a. finds that the Class Notice provided satisfies the requirements of due
26 process and Federal Rules of Civil Procedure Rule 23(e)(1);

1 b. finds that Settlement Class Members have been adequately represented by
2 the Class Representative and Class Counsel;

3
4 c. finds that the Settlement Agreement is fair, reasonable, and adequate with
5 respect to the Settlement Class, that each Settlement Class Member will be bound by this
6 Agreement, including the Release and the covenant not to sue set forth in Section XIII, and that
7 this Settlement Agreement should be and is approved;

8
9 d. dismisses on the merits and with prejudice all claims of the Settlement Class
10 Members asserted in the Action;

11
12 e. permanently enjoins each and every Settlement Class Member from
13 bringing, joining, or continuing to prosecute any Released Claims against Lyft or any of the
14 Released Parties; and

15
16 f. retains jurisdiction of all matters relating to the interpretation,
17 administration, implementation, effectuation, and enforcement of this Settlement Agreement.

18 **XII. RELEASE OF CLAIMS**

19 **12.01 Release.** Plaintiff and each Settlement Class Member, as well as their respective
20 assigns, heirs, executors, administrators, successors, and agents, hereby release, resolve,
21 relinquish, and discharge each and all of the Released Parties from each of the Released Claims
22 (as defined below). Plaintiff and the Settlement Class Members further agree that they will not
23 institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or
24 claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or
25
26

1 federal court, in arbitration, or with any state, federal or local government agency or with any
2 administrative or advisory body, arising from the Released Claims. The Release does not apply to
3 members of the Settlement Class who opt out of the Settlement by submitting a valid and timely
4 Request for Exclusion.
5

6 **12.02 Released Claims.** “Released Claims” means any and all claims, causes of action,
7 suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses,
8 controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any
9 federal law, state law, common law, territorial law, tribal law, foreign law, contract, rule,
10 regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory
11 ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted
12 or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or
13 compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to
14 Lyft initiating, sending, or assisting in the transmission of any text message containing a Lyft-
15 related advertisement, promotion, or invitation to Settlement Class Members during the Class
16 Period, including but not limited to: all claims under the TCPA and any other federal law; all
17 claims under Washington state law, including claims arising under CEMA and the CPA; and any
18 other claims arising under the laws of all other states. Without limiting the foregoing, the Released
19 Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or
20 suspect to exist in their favor at the time that the Settlement and the releases contained therein
21 become effective.
22
23
24

25 **12.03 Waiver Of Unknown Claims.** Without limiting the foregoing, the Released Claims
26 specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect

1 to exist in their favor at the time that the Settlement and the releases contained therein become
2 effective. This Section constitutes a waiver, without limitation as to any other applicable law, of
3 Section 1542 of the California Civil Code, which provides:
4

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
6 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
7 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
8 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
9 SETTLEMENT WITH THE DEBTOR.

10 **12.04** Plaintiff and the Settlement Class Members understand and acknowledge the
11 significance of these waivers of California Civil Code Section 1542 and similar federal and state
12 statutes, case law, rules, or regulations relating to limitations on releases. In connection with such
13 waivers and relinquishment, Plaintiff and the Settlement Class Members acknowledge that they
14 are aware that they may hereafter discover facts in addition to, or different from, those facts that
15 they now know or believe to be true with respect to the subject matter of the Settlement, but that
16 it is their intention to release fully, finally, and forever all Released Claims with respect to the
17 Released Parties, and in furtherance of such intention, the releases of the Released Claims will be
18 and remain in effect notwithstanding the discovery or existence of any such additional or different
19 facts.

20 **12.05** Covenant Not To Sue. Plaintiff agrees and covenants, and each Settlement Class
21 Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect
22 to any of the Released Claims and agree to be forever barred from doing so, in any court of law or
23 equity, or any other forum.
24
25
26

1 **XIII. TERMINATION OF AGREEMENT**

2 **13.01 Either Plaintiff Or Defendant May Terminate The Agreement.** Plaintiff and Lyft
3 will each have the right to unilaterally terminate this Agreement by providing written notice of his,
4 her, their, or its election to do so (“Termination Notice”) to all other Parties hereto within fourteen
5 (14) days of any of the following occurrences:
6

7 a. the Court rejects, materially modifies, materially amends or changes, or
8 declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the
9 Settlement Agreement;
10

11 b. an appellate court reverses the Final Approval Order, and the Settlement
12 Agreement is not reinstated without material change by the Court on remand;
13

14 c. any court incorporates into, or deletes or strikes from, or modifies, amends,
15 or changes the Settlement Agreement in a way that Plaintiff or Defendant reasonably consider
16 material, unless such modification or amendment is accepted in writing by all Parties, except that,
17 as provided above, the Court’s approval of Attorneys’ Fees and Costs or the Incentive Award, or
18 their amount, is not a condition of the Settlement;
19

20 d. the Effective Date does not occur;
21

22 e. more than five percent (5%) of the Class opts out; or
23

24 f. any other ground for termination provided for elsewhere in this Agreement
25 occurs.
26

1 **13.02** Revert To Status Quo If Plaintiff Or Defendant Terminates. If either Plaintiff or
2 Lyft terminates this Agreement as provided in Section 14.01, the Agreement will be of no force
3 and effect and the Parties’ rights and defenses will be restored, without prejudice, to their
4 respective positions as if this Agreement had never been executed, and any orders entered by the
5 Court in connection with this Agreement will be vacated. However, any payments made to the
6 Settlement Administrator for services rendered to the date of termination will not be refunded to
7 Lyft.
8

9
10 **13.03** If the Settlement Agreement is not approved in full by the Court, any Party has the
11 option to terminate the Settlement Agreement and revert to the status quo prior to the Settlement.

12 **XIV. NO ADMISSION OF LIABILITY**

13 **14.01** Lyft denies any liability or wrongdoing of any kind associated with the alleged
14 claims in the Complaint. Lyft has denied and continues to deny each and every material factual
15 allegation and all claims asserted against it in the Action. Nothing in this Settlement Agreement
16 will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the
17 Action. Nothing in this Settlement Agreement will constitute an admission by Lyft that the Action
18 is properly brought on a class or representative basis, or that classes may be certified, other than
19 for settlement purposes. To this end, the Settlement of the Action, the negotiation and execution
20 of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of
21 the Settlement: (i) are not and will not be deemed to be, and may not be used as, an admission or
22 evidence of any wrongdoing or liability on the part of Lyft or of the truth of any of the allegations
23 in the Action; (ii) are not and will not be deemed to be, and may not be used as an admission or
24 evidence of any fault or omission on the part of Lyft in any civil, criminal, or administrative
25
26

1 proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are
2 not and will not be deemed to be and may not be used as an admission of the appropriateness of
3 these or similar claims for class certification.
4

5 **14.02** Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under
6 the laws of any state, neither this Agreement nor any related documents filed or created in
7 connection with this Agreement will be admissible in evidence in any proceeding, except as
8 necessary to approve, interpret, or enforce this Agreement.
9

10 **14.03** The Parties agree that all information obtained from or provided by Lyft in
11 connection with this Settlement Agreement and its negotiation shall be kept confidential and that
12 such information shall be used only for the purposes allowed by this Settlement Agreement and
13 for no other purpose.
14

15 **14.04** If any Party or attorney is contacted by a member of the press or other person
16 seeking a public comment on the Settlement, the Party or attorney may provide the inquiring party
17 with only the details of the Settlement as published pursuant to the Preliminary Approval Order or
18 as stated in the application seeking preliminary approval. No Party shall disparage any other in
19 any fashion. In no event shall Plaintiff, Class Counsel or their respective agents inaccurately
20 characterize the terms of the Settlement or the Agreement. The Parties agree that nothing in this
21 Settlement Agreement shall be construed to prohibit communications between Lyft and any of the
22 other Released Parties about the Settlement or any related topic. Nothing in this Settlement
23 Agreement shall be construed to prohibit communications between Lyft and any Settlement Class
24 Member in the regular course of Lyft's businesses. Lyft agrees that it will not initiate
25
26

1 communications with class members about the Settlement or this Agreement, and that it will
2 endeavor to refer inquiries by Class Members about the Settlement or the Agreement to the
3 Settlement Administrator, the Settlement Website or to Class Counsel.
4

5 **XV. MISCELLANEOUS**

6 **15.01 Entire Agreement.** This Agreement, the exhibits hereto, and the termination
7 provision referenced in Section XIII above constitute the entire agreement between the Parties.
8 No representations, warranties, or inducements have been made to any of the Parties, other than
9 those representations, warranties, and inducements contained in this Agreement.
10

11 **15.02 Successors.** Each and every term of this Settlement Agreement shall be binding
12 upon and inure to the benefit of Plaintiff, the Settlement Class Members, and any of their
13 successors and personal representatives, and shall bind and shall inure to the benefit of the
14 Released Parties, all of which persons and entities are intended to be beneficiaries of this
15 Settlement Agreement.
16

17 **15.03 Potential Changes To Attachments.** The Parties agree to request that the Court
18 approve the forms of the Preliminary Approval Order attached as Exhibit A, the Email Notice and
19 Claim Form attached as Exhibit B, the Publication Notice attached as Exhibit C, and the Long
20 Form Notice attached as Exhibit D. The fact that the Court may require non-substantive changes
21 to any of these documents does not invalidate this Settlement Agreement.
22

23 **15.04 Governing Law.** This Agreement will be governed by the laws of the State of
24 Washington except to the extent inconsistent with or preempted by federal law.
25
26

1 **15.05 Jurisdiction.** The Court will retain continuing and exclusive jurisdiction over the
2 Parties to this Agreement, including Plaintiff and all Settlement Class Members, for purposes of
3 the administration and enforcement of this Agreement.
4

5 **15.06 No Construction Against Drafting Party.** This Agreement was drafted jointly by
6 the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will
7 be construed or interpreted against any Party based upon the contention that this Agreement or a
8 portion of it was drafted or prepared by that Party.
9

10 **15.07 Resolution Of Disputes.** The Parties will cooperate in good faith in the
11 administration of this Settlement and agree to use their best efforts to promptly file a Motion for
12 Preliminary Approval with the Court and to take any other actions required to effectuate this
13 Settlement. Any unresolved dispute regarding the administration of this Agreement will be
14 decided by the Court or by a mediator upon agreement of the Parties.
15

16 **15.08 Counterparts.** This Agreement may be signed in counterparts and the separate
17 signature pages executed by the Parties and their counsel may be combined to create a document
18 binding on all of the Parties and together will constitute one and the same instrument.
19

20 **15.09 Time Periods.** The time periods and dates described herein are subject to Court
21 approval and may be modified upon order of the Court or written stipulation of the Parties.
22

23 **15.10 Authority.** Each person executing this Settlement Agreement on behalf of any of
24 the Parties hereto represents that such person has the authority to so execute this Agreement.
25
26

1 **15.11 No Oral Modifications.** This Agreement may not be amended, modified, altered,
2 or otherwise changed in any manner, except by a writing signed by all of the duly authorized agents
3 of Lyft and Plaintiff, and approved by the Court.
4

5 **15.12 Terms and Conditions Not Superseded.** Except as expressly provided herein,
6 nothing in this Agreement abrogates, supersedes, modifies, or qualifies in any way any of the
7 contractual terms and conditions applicable in the ordinary course to the relationship between Lyft
8 and its users.
9

10 **15.13 No Collateral Attack.** This Agreement shall not be subject to collateral attack by
11 any Class Members or their representatives any time on or after the Effective Date. Such prohibited
12 collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim was
13 improperly denied and/or that a Class Member failed to receive timely notice of the Settlement.
14

15 **15.14 Notices.** Unless otherwise stated herein, any notice to the Parties required or
16 provided for under this Agreement will be in writing and may be sent by electronic mail, overnight
17 delivery or hand delivery, postage prepaid, as follows:
18

19 If To Class Counsel:

20 Donald W. Heyrich

21 HKM EMPLOYMENT ATTORNEYS LLP

22 600 Stewart Street, Suite 901

23 Seattle, WA 98101

24 Telephone: (206) 838-2504

25 Fax: (206) 260-3055

26 DHeyrich@hkm.com

1 If To Counsel For Lyft:

2
3 Archis A. Parasharami

4 MAYER BROWN LLP

5 1999 K Street, N.W.

6 Washington, DC 20006-1101

7 Telephone: (202) 263-3000

8 Fax: (202) 263-3300

9 aparasharami@mayerbrown.com

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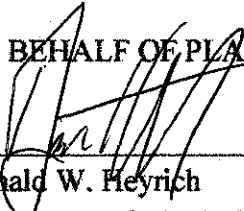
1 IN WITNESS HEREOF, the undersigned have executed this Agreement of Settlement as of:

2 PLAINTIFF:

3
4 
5 By: Kenneth Wright

6 Dated: November 6, 2018

7 ON BEHALF OF PLAINTIFF'S COUNSEL/CLASS COUNSEL:

8 
9 Donald W. Heyrich

10 HKM EMPLOYMENT ATTORNEYS LLP

11 600 Stewart Street, Suite 901

12 Seattle, WA 98101

13 Dated: November 6, 2018

14 LYFT, INC.:

15
16
17 By: _____

18 Its: _____

19 Dated: November 6, 2018

20 ON BEHALF OF DEFENDANT'S COUNSEL:

21
22 _____
23 Archis A. Parasharami

24 Mayer Brown LLP

25 1999 K Street N.W.

26 Washington, D.C. 20016

Dated: November 6, 2018

1 IN WITNESS HEREOF, the undersigned have executed this Agreement of Settlement as of:

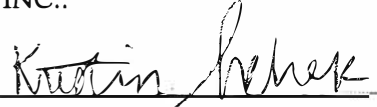
2 PLAINTIFF:
3

4 _____
5 By: Kenneth Wright
6 Dated: November 6, 2018

7 ON BEHALF OF PLAINTIFF'S COUNSEL/CLASS COUNSEL:

8 _____
9 Donald W. Heyrich
10 HKM EMPLOYMENT ATTORNEYS LLP
11 600 Stewart Street, Suite 901
12 Seattle, WA 98101
13 Dated: November 6, 2018

14 LYFT, INC.:

15 
16 _____

17 By: Kristin Sverchek

18 Its: General Counsel

19 Dated: November 6, 2018

20 ON BEHALF OF DEFENDANT'S COUNSEL:

21 ***/S/ SIGNED PER ELECTRONIC APPROVAL***

22 _____
23 Archis A. Parasharami
24 Mayer Brown LLP
25 1999 K Street N.W.
26 Washington, D.C. 20016

Dated: November 6, 2018