

United States District Court, Western District of Washington
Kenneth Wright v. Lyft, Inc., No. 2:14-cv-00421-BJR

**LEGAL NOTICE BY ORDER OF
THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

If you were a Washington resident and you received one or more Lyft “Invite A Friend” program text messages on your cell phone, you could be entitled to benefits from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

A proposed settlement has been reached in a class action lawsuit known as *Kenneth Wright v. Lyft, Inc.*, No. 2:14-cv-00421-BJR (W.D. Wash.) (the “Action”), alleging that Lyft, Inc. (“Lyft”) violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), the Washington Commercial Electronic Mail Act, RCW 19.190.010 *et seq.* (“CEMA”), and the Washington Consumer Protection Act, RCW 19.86.010 *et seq.* (“CPA”), by sending unsolicited text messages to the members of the Settlement Class. You may be a member of the Settlement Class whose rights are affected by this Action and its proposed settlement. The sole purpose of this notice is to inform you of the Settlement so that you may decide what steps to take.

The parties have engaged in comprehensive settlement negotiations and information exchanges. Following the parties’ negotiations, the parties have reached an agreement (the “Settlement Agreement”) providing for Settlement of the Action and all claims related to the allegation that Lyft sent unsolicited text messages through its “Invite A Friend” program to Plaintiff and members of the settlement class.

The Settlement Agreement affects all individuals in the United States who: (1) were Washington residents at any time between June 1, 2012 and November 15, 2018, and (2) received one or more such text messages.

Defined terms, other than those defined in this Notice, shall have the meaning set forth in the Settlement Agreement. A copy of the Settlement Agreement is posted on the Settlement Website at www.lyftwashingtontextsettlement.com.

The Settlement, if approved, would provide for a Settlement Fund in the amount of \$3,995,000, which would constitute Lyft’s exclusive payment obligation under the Settlement Agreement. The Settlement Fund will be used to pay: (a) Cash Benefits to Settlement Class Members, as provided by the Settlement Agreement; (b) Attorneys’ Fees and Costs, as awarded by the Court; (c) any Incentive Award awarded to class representative Kenneth Wright; (d) Settlement Administration Costs, including costs of notice (including notice required under the Class Action Fairness Act); and (e) if necessary, any *cy pres* payment to one or more charitable organizations pursuant to the procedures described in Section IV of the Settlement Agreement. The Settlement avoids the further cost and risk associated with continuing the lawsuit, pays money to Class Members, and releases Lyft from liability for all claims covered by the release in the Settlement Agreement.

Class Counsel (listed below) believe that the claims asserted in the Action have merit, but that the Settlement is in the best interests of the Settlement Class. Class Counsel have evaluated information made available in the course of the Action and settlement negotiations and have taken into account the risks and uncertainties of proceeding with this litigation. Those risks include the uncertainty of prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and likely appeals. Based upon their consideration of these factors, and on the substantial time and expense that will be incurred, Class Counsel believe it is in the best interests of the Settlement Class to settle the Action and the Class Released Claims on the terms described below.

Lyft denies any wrongdoing and does not believe that it has any liability to the Class Representative or the Settlement Class. Lyft, however, believes that it is in its best interest to settle the Action, under the terms of the Settlement Agreement, and obtain closure on these matters for the purpose of avoiding the uncertainties, expense, and diversion of business resources resulting from further litigation.

This notice does not imply that there have been or would be any findings of violation of the law by Lyft or that recovery could be had in any amount if the Action were not settled.

The following is a summary of pertinent provisions of the Settlement Agreement and is not a complete statement of the Settlement or of the Action. To take effect, the Settlement Agreement must be approved by the Court. You can view a copy of the Settlement Agreement by visiting the website at www.lyftwashingtontextsettlement.com, where you will find the Claim Form, answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a Cash Benefit.

**Your legal rights are affected whether you act or do not act.
Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTION	RESULT
FILE A CLAIM FORM AND RECEIVE A CASH BENEFIT	<p>If you are a Settlement Class Member and send the Settlement Administrator a Claim Form containing the required information, you will receive a Cash Benefit in the form of a settlement check. Depending upon the amount of the payment that you will receive, you may be required to provide a Taxpayer Identification or a Social Security Number to the extent required by Internal Revenue Service regulations. Cash Benefits will be paid from the Settlement Fund, after the payment of Attorneys’ Fees and Costs, an Incentive Award, and Settlement Administration Costs.</p> <p>Each Class Member who files a Claim Form with an Approved Claim will receive a <i>pro rata</i> share (described more fully below) of the net Settlement Fund. Multiple subscribers or users of any unique telephone number will be entitled only to a single recovery.</p> <p>If you file a claim or if you do nothing, you will give up the right to sue Lyft separately for the legal claims in this case released by the Settlement.</p>
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	<p>If you ask to be excluded, also known as “opting out,” you will get no Cash Benefit from the Settlement, but you may be able to pursue or continue your own lawsuit against Lyft about the legal claims in this case.</p>
OBJECT	<p>Write to the Court about why you believe the Settlement is unfair.</p>
GO TO A HEARING	<p>Ask to speak in Court about the fairness of the Settlement (but only if you object to the Settlement).</p>
DO NOTHING	<p>If you do nothing, you will not receive a Cash Benefit, but you will release your claims.</p>

These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement.

Payments will be made only after the Court approves the Settlement and after any appeals are resolved. That process can take some time. Please be patient.

Questions? Call toll-free 1-888-663-1722 or visit www.lyftwashingtontextsettlement.com.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this putative class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this settlement, it is important that you read this notice carefully.

This Action was brought by Kenneth Wright, also known as the “Plaintiff” or “Class Representative.” The Plaintiff sued Lyft, also known as “Defendant.” The proposed Settlement would resolve all claims in this Action. The Court in charge of the Action, the United States District Court for the Western District of Washington, has preliminarily approved the proposed Settlement and this notice.

2. What is this class action lawsuit about?

A class action lawsuit is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, like the Class Representative here, assert claims on behalf on themselves and on behalf of the entire class. The Class Representative filed this Action alleging that Lyft violated three laws: the federal Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”), the Washington Commercial Electronic Mail Act, RCW 19.190.010 *et seq.* (“CEMA”), and the Washington Consumer Protection Act, RCW 19.86.010 *et seq.* (“CPA”), by sending unsolicited text messages to the members of the Settlement Class. Lyft denies that it did anything wrong and denies that this Action is appropriate for treatment as a class action.

3. Why is there a settlement?

The Court did not decide in favor of the Class Representative or Lyft. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and Settlement Class Members will be able to get compensation. The Class Representative and his attorneys believe that the Settlement is best for all Settlement Class Members. The Court has granted preliminary approval of the Settlement and ordered that this notice be distributed to explain the terms of the Settlement to Class Members.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

The Settlement provides relief for all Settlement Class Members, who are described by the Settlement Agreement as:

All Washington State residents who, between June 1, 2012 and November 15, 2018, received on their cellular telephone one or more invitational or referral text messages through Lyft’s “Invite A Friend” program.

The following are excluded from the Settlement Class: (1) any judge that may preside over this case; (2) any of the Released Parties, other than Lyft users who sent or caused to be sent invitational text messages; (3) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; (4) any person or entity who has previously given a valid release of the claims asserted in the Action; and (5) Plaintiff’s Counsel and their employees.

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

If you have questions about whether you are a Settlement Class Member or are still not sure whether you are included in the Settlement, you can call the Settlement Administrator toll-free at 1-888-663-1722 or visit www.lyftwashingtontextsettlement.com for more information. Please do not call Lyft or the Court for any information related to this notice or the Settlement.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

Lyft has agreed to deposit a total settlement amount of \$3,995,000 into the Settlement Fund, which will constitute Lyft's exclusive payment obligation under the Settlement Agreement and will be used to pay: (a) Cash Benefits to Settlement Class Members, described in the Settlement Agreement; (b) Attorneys' Fees and Costs, as awarded by the Court; (c) any Incentive Award awarded to Kenneth Wright; (d) Settlement Administration Costs, including costs of notice; and (e) if necessary, any *cy pres* payment to one or more charitable organizations pursuant to the procedures described in Section IV of the Settlement Agreement. The Attorneys' Fees, any Incentive Payment, and Costs and Expenses shall be paid from the Settlement Fund prior to any distribution of Cash Benefits to the Settlement Class.

The total amount distributed to the Settlement Class (the "Total Class Member Benefits Payout") shall be the Settlement Fund and any earnings that the Fund receives (such as through interest), reduced by the amount awarded by the Court for Attorneys' Fees and Costs to Class Counsel, any Incentive Award, and the Settlement Administration Costs. Each Class Member who files a valid Claim Form will receive a *pro rata* share of the Total Class Member Benefits Payout as follows:

- If you received one or more text messages through Lyft's "Invite A Friend" program before February 9, 2015 and you never accepted Lyft's Terms of Service, you will receive **10 Shares**.
- If you received one or more text messages through Lyft's "Invite A Friend" program before February 9, 2015 and you accepted Lyft's Terms of Service, you will receive **5 Shares**.
- If you received one or more text messages through Lyft's "Invite A Friend" program on or after February 9, 2015 and you never accepted Lyft's Terms of Service, you will receive **2 Shares**.
- If you received one or more text messages through Lyft's "Invite A Friend" program on or after February 9, 2015 and you accepted Lyft's Terms of Service, you will receive **1 Share**.

The value of each share depends on the number of Class Members who submit valid claims. Based on Class Counsel's experience, Class Counsel estimates that each share will have a minimum value of \$3.30 and likely will be worth about \$13 or more. The value of your payment will depend in part on your Settlement Class group; for example, members of Group A should receive a minimum payment of \$33 and likely will receive \$132 or more.

This difference in the distribution of Shares reflects the negotiations between the parties and the relative strength of different Settlement Class Members' potential claims as part of a proposed class action lawsuit.

Each Share will be equal to the net of the Total Class Member Benefits Payout divided by the total number of Shares awarded to all claiming Settlement Class Members. Payments will be made via a Benefits Check.

Multiple subscribers or users of any unique telephone number will be entitled to only a single recovery for calls to that number.

Settlement Class Members will be asked to provide either a Taxpayer Identification Number or a Social Security Number if they will receive \$600 or more in a Cash Benefit due to Internal Revenue Service ("IRS") reporting requirements. The Settlement Administrator will issue a written notice to Settlement Class Members who will receive a payment of \$600 or more as a Cash Benefit, once the allocation of Cash Benefits is determined following Final Approval. If no Taxpayer Identification or Social Security Number is timely provided, payment of the Cash Benefit shall be limited to \$599.

If any amounts remain in the Settlement Fund because Settlement Members fail to cash their respective Benefit Checks, such unclaimed monies shall be distributed as follows: (a) *pro rata* to the Settlement Class Members who cashed their initial

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Benefits Checks, to the extent such a distribution is administratively and economically feasible; and (b) if such a distribution is not feasible, to the *cy pres* designated recipient(s), which will be one or more nonprofit organizations mutually agreed upon by the Parties and approved and appointed by the Court. No portion of the Settlement Fund will be returned to Lyft, except as provided in Section XIII, Termination of the Agreement.

HOW YOU GET A PAYMENT

6. How do I submit a claim?

Claim Forms can be submitted online or by mail, as described in this section.

Submitting a Claim Form online: If you received an email notice of this settlement, and you still have that email, you can fill out and submit a Claim Form online (at no cost to you) by following the appropriate hyperlink in the email for submitting claims. You can also visit www.lyftwashingtontextsettlement.com to submit a Claim Form online (at no cost to you).

Submitting a Claim Form by mail: If you prefer, you may download and print a Claim Form by visiting www.lyftwashingtontextsettlement.com. Once you print the Claim Form, fill it out, and mail it (at your own expense) to Lyft Washington Text Settlement, c/o JND Legal Administration, P.O. Box 91225, Seattle, WA 98111.

You must read the instructions included in the Claim Form carefully and fill out the Claim Form as directed. If you submit a Claim Form by mail you will need to sign the Claim Form.

DEADLINE FOR SUBMITTING CLAIM FORMS: Claim Forms submitted online must be submitted by no later than **March 15, 2019**. Claim Forms submitted by mail must be postmarked by no later than **March 15, 2019**. **If you fail to submit a Claim Form by the deadline, your claim may be rejected, and you may be deemed to have waived all rights to receive benefits.**

7. How and when can I get a payment?

Each Settlement Class Member who timely files a complete and accurate Claim Form with an Approved Claim will receive a Cash Benefit made payable to the addressee on the Claim Form.

As set forth above, Settlement Class Members who will receive a Cash Benefit of \$600 or more will be asked to provide either a Taxpayer Identification or a Social Security Number due to IRS reporting requirements. The Settlement Administrator will issue a written notice to Settlement Class Members who will receive a payment of \$600 or more as a Cash Benefit, once the allocation of Cash Benefits is determined following Final Approval. If no Taxpayer Identification or Social Security Number is timely provided, payment of the Cash Benefit shall be limited to \$599.

The Court will hold a hearing on **May 29, 2019, at 10:00 am** to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. The outcome of these appeals is always uncertain, and resolving them can take time, perhaps more than a year. Please be patient.

8. What am I giving up to get a payment or stay in the Class?

If you are a Settlement Class Member, unless you exclude yourself, that means that you cannot sue, continue to sue, or be part of any other lawsuit against Lyft about the legal claims in this case, and all of the decisions and judgments by the Court will bind you.

If you do nothing at all, you will be unable to file your own lawsuit involving all of the claims described and identified in the Settlement Agreement, and you will release Lyft from any liability, but **YOU WILL NOT RECEIVE A CASH BENEFIT.**

Remaining in the Settlement Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, will release, resolve, relinquish, and discharge Lyft and the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs,

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expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, tribal law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or in any way relate to Lyft initiating, sending, or assisting in the transmission of any text message containing a Lyft-related advertisement, promotion, or invitation to Settlement Class Members during the Class Period (the "Released Claims"). Released Claims include all claims under the TCPA and any other federal law; all claims under Washington state law, including claims arising under CEMA and the CPA; and any other claims arising under the laws of all other states.

Remaining in the Settlement Class also means that you agree that you will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims.

The Settlement Agreement, available at www.lyftwashingtontextsettlement.com, provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class (listed in Question 10) for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Settlement Class Members who timely opt out of the Settlement as described below.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement and you want to keep the right to sue or continue to sue Lyft or any of the Released Parties on your own about the legal claims in this case, then you must take steps to exclude yourself from the Settlement Class.

9. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a Request for Exclusion by mail saying that you want to be excluded from the proposed Settlement of *Kenneth Wright v. Lyft, Inc.*, No. 2:14-cv-00421 (W.D. Wash.). Be sure to include your full name, address, and telephone number(s), and sign the Request for Exclusion. You must also include a statement that you wish to be excluded from the Settlement. You must mail your Request for Exclusion by first-class mail, postage prepaid, and postmarked no later than **March 15, 2019** to:

Lyft Washington Text Settlement
c/o JND Legal Administration
P.O. Box 91225
Seattle, WA 98111

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any location other than the address above. You cannot exclude yourself if you mail your request after the deadline.

If you ask to be excluded, you will not get any Cash Benefit, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action. You may be able to sue (or continue to sue) Lyft in the future about the legal claims in this case.

If you do not exclude yourself and the Settlement is finally approved, you give up any right to sue Lyft on any of the claims that this settlement resolves. If you have a pending lawsuit against Lyft over these claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

Questions? Call toll-free 1-888-663-1722 or visit www.lyftwashingtontextsettlement.com.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court appointed the following lawyers and law firms to represent you and other Settlement Class Members:

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

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

These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers and the Class Representative be paid?

Class Counsel will ask the Court, by a motion for attorneys' fees and costs to be filed no later than **February 13, 2019**, to approve payment from the Settlement Fund to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus an additional amount to cover their out-of-pocket costs incurred in litigating the case. Class Counsel intend to request fees not to exceed 25% of the Settlement Fund. Lyft has agreed not to oppose a request for fees up to 25 percent of the Settlement Fund. Class Counsel will also request an Incentive Award for the Class Representative that will not exceed \$5,000, in compensation for his service, time, and effort. The Court may award less than the requested amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be filed, and must be postmarked, no later than **March 15, 2019**, which is 30 days following the filing of Class Counsel's Fee and Cost Application. You can object by sending a letter addressed to the Court at the address listed in the next section of this notice. In your letter you must state that you object. Be sure to include your full name, address, telephone number(s), and the reasons you object to the proposed award, or to the amount of the proposed award.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

12. How do I tell the Court if I do not think the Settlement is fair?

If you are a Settlement Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can tell the Court that you do not agree with the Settlement or some part of it. You can state reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must file a written objection with the Court by **March 15, 2019**, saying that you object to the proposed Settlement in *Kenneth Wright v. Lyft, Inc.*, No. 2:14-cv-00421 (W.D. Wash.). Be sure to include your full name, address, telephone number(s), the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. Your objection to the Settlement must be postmarked no later than **March 15, 2019**. The objection must be mailed to:

U.S. District Court
Clerk's Office
700 Stewart Street, Suite 2310
Seattle, WA 98101

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

Archis A. Parasharami
Mayer Brown LLP
1999 K Street, N.W.
Washington, DC 20006-1101

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself, or opting out, is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

Questions? Call toll-free 1-888-663-1722 or visit www.lyftwashingtontextsettlement.com.

You have the right to consult and/or retain an attorney of your choice at your own expense, to advise you regarding the Settlement and your rights in connection with the Settlement and the Final Approval Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene and object to the Settlement Agreement.

THE FAIRNESS HEARING

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held on **May 29, 2019 at 10:00 am** at the United States District Court for the Western District of Washington, 700 Stewart Street, Suite 16128, Seattle, WA 98101.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in *Kenneth Wright v. Lyft, Inc.*, No. 2:14-cv-00421 (W.D. Wash.). Be sure to include your full name, address, and telephone number(s). You cannot speak at the hearing if you excluded yourself from the Settlement Class. Your letter stating your notice of intention to appear must be postmarked no later than **March 15, 2019**, and be sent to the following address:

U.S. District Court
Clerk's Office
700 Stewart Street, Suite 2310
Seattle, WA 98101

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will be bound by the terms and conditions of the Settlement Agreement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Lyft about the legal claims in this Action, ever again. You must file a Claim Form in order to receive a Cash Benefit after the Court approves the Settlement and any appeals are resolved.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the pertinent portions of the proposed Settlement Agreement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement by visiting the website at www.lyftwashingtontextsettlement.com, where you will find the Claim Form, answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a Cash Benefit.