

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement”) is entered into by and between Lyft Inc. (“Lyft”) on the one hand, and Claimants the National Federation of the Blind (“NFB”), Lynda Johnson, and Lucy Greco on the other hand (“Claimants,” and collectively, the “Parties”).

### RECITALS

A. On June 3, 2015, Claimants’ Counsel transmitted a letter to Lyft describing the alleged inadequacy of Lyft’s current policies, practices, and procedures to ensure that Claimants and other blind and low-vision persons traveling with Service Animals receive reliable and consistent access to transportation arranged through the Lyft mobile software application (“Lyft App”) as required by state and federal law and alleging that Lyft fails to accommodate blind and low-vision Riders. A true and correct copy of the June 3, 2015 letter is attached hereto as **Exhibit A** and incorporated herein.

B. On October 12, 2015, the Parties entered into the Confidential Structured Negotiations Agreement (“Negotiations Agreement”) to negotiate enhancements to Lyft’s policies, practices, and procedures concerning transportation of blind and low-vision persons with Service Animals (“the Negotiations”).

C. Lyft denies that it has violated federal, state, or any other law concerning transportation of blind persons with Service Animals. By entering into this Agreement, Lyft does not admit to any wrongdoing, liability, or fault.

D. On August 1, 2016, the Parties entered into an Amended Confidential Structured Negotiations Agreement (“Amended Negotiations Agreement”) to add NFB as a party to the Negotiations.

E. To avoid the uncertainty and costs of litigation, the Parties worked collaboratively to resolve Claimants’ claims concerning access for Claimants and other blind and low-vision persons with Service Animals to transportation arranged through the Lyft App and to ensure compliance with the ADA and all relevant federal and state laws.

F. By this agreement, the Parties intend to settle and fully dispose of all of Claimants’ claims and causes of action arising out of or otherwise concerning access for blind and low-vision persons with Service Animals to transportation arranged through the Lyft App.

## **AGREEMENT**

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties covenant and agree as follows:

## **DEFINITIONS**

“**Accessible**” refers to digital content that meets the success criteria of the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA including the WAI-ARIA or the BBC Mobile Accessibility Standards and Guidelines currently available at [http://www.bbc.co.uk/guidelines/futuremedia/accessibility/mobile\\_access.shtml](http://www.bbc.co.uk/guidelines/futuremedia/accessibility/mobile_access.shtml).

“**Americans with Disabilities Act**” and “**ADA**” refer to the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et. seq.* and its implementing regulations as amended.

“**Claimants**” refers to NFB, Lynda Johnson, and Lucy Greco.

“**Claimants’ Counsel**” refers to the law firms of Rosen Bien Galvan & Grunfeld LLP, TRE Legal Practice, and Disability Rights Advocates.

“**Driver**” and “**Drivers**” refer to any person in the United States who has consented to the Lyft Terms of Service and is in good standing to provide transportation to riders matched through the Lyft App.

“**Effective Date**” is the date on which this Agreement is fully executed by all Parties.

“**Joint Announcement Date**” is the date on which the parties announce the Settlement pursuant to Section 1(e) below.

“**Lyft**” refers to Lyft, Inc.

“**Lyft App**” refers to the technology platform (also referred to as the “Lyft Platform”) that connects users (Drivers and Riders) of the Lyft platform to one another for the provision of transportation by way of a mobile-phone application. For this agreement only, the term Lyft App may refer to any and all versions of the Lyft smartphone application, the Lyft website, and/or any future dynamic electronic interface that Lyft might adopt during the Term of this Agreement.

“**NFB**” refers to the National Federation of the Blind.

“**Parties**” refers to Lyft, NFB, Lynda Johnson, and Lucy Greco.

“**Released Claims**” means and refers to those claims released pursuant to this Agreement.

“**Riders**” refers to all individuals who travel with a Service Animal in the United States who seek transportation services through the Lyft App by being matched to Drivers through the Lyft App and includes companions of other matched riders.

“**Screen Access Technology**” refers to software that transmits textual information on a computer screen, including smart phones and tablet computers, into an audio output or a refreshable Braille display pad.

“**Service Animal**” refers to service animals as defined by the regulations and guidance of the U.S. Department of Justice’s interpretation, as amended from time to time, of the ADA, the U.S. Department of Transportation’s interpretation, as amended from time to time, of the ADA, and any state law that might define that term more broadly than the federal definition.

“**Service Animal Complaint**” refers to a written or oral complaint submitted by a Rider to Lyft alleging that a Driver refused to transport the Rider because of the presence of a Service Animal or alleging that the Driver threatened, harassed, ridiculed, provided inferior service, or was antagonistic to the Rider or another person in the Rider’s party because of the presence of a Service Animal.

“**Service Animal Policy**” refers to the public, comprehensive document set forth as **Exhibit B** to this Agreement which explains Lyft’s national Service Animal policies and practices including the policies set forth in this Agreement, the rights of Riders with Service Animals to use Lyft to arrange transportation, and the methods for Riders to

report complaints that a Driver refused service or otherwise discriminated against the Rider because of a Service Animal.

“**Term**” refers to the time from the Effective Date through the end of three (3) years and six (6) months from the Effective Date or, if extended pursuant to Section 3, through the end of five (5) years from the Effective Date (hereafter the “Extended Term”).

“**Terms Of Service**” means and refers to the agreement and addenda Drivers (and Riders) must affirmatively accept before they are able to be matched with Riders through the Lyft App and the various versions of those documents as they are amended through the Term of the Parties’ Agreement.

“**Trust & Safety Department**” refers to the team of Lyft employees primarily responsible for responding to, among other things, trust and safety issues and complaints, and reports of purported harassment or discrimination, including Service Animal Complaints, related to transportation matched through the Lyft App.

**1. Lyft Agrees to Modify Its Policies, Practices, and Procedures Concerning Transportation of Riders with Service Animals.**

**(a) Policy Regarding Transportation of Riders with Service Animals.**

Lyft agrees to amend its Service Animal Policy by adding language that states the following within 30 days of the Joint Announcement Date: “Drivers have a legal obligation to transport Riders with Service Animals with no exception for allergies, religious objections, fear of Service Animals, or any other reason not expressly authorized by the ADA.”

**(b) Lyft Will End Its Business Relationship with Drivers Who Discriminate Against Riders with Service Animals.**

(i) Within 30 days of the Joint Announcement Date, Lyft agrees to implement enforcement practices whereby Lyft shall permanently end its business relationship with any Driver and permanently restrict that Driver's driver account if:

(a) Through an investigation by Lyft's Trust & Safety Department, or through other reasonable means, Lyft obtains reliable evidence that the Driver knowingly refused to transport a Rider with a Service Animal because of the Service Animal. Lyft shall make this determination in its sole discretion following a review of the incident. This practice shall be known as the "One-Strike Enforcement Practice."

(b) Lyft receives Service Animal Complaints that plausibly allege more than one instance where a Driver either (a) refused to transport a Rider with a Service Animal because of the presence of a Service Animal, or (b) threatened, harassed, ridiculed, provided inferior service, or was antagonistic to a Rider or another person in the Rider's party because of the presence of a Service Animal. This practice shall be known as the "Two-Strike Enforcement Practice."

(ii) Lyft's Terms of Service currently states: "You will make reasonable accommodation for Riders and/or for service animals, as required by law." Within 30

days of the Joint Announcement Date, Lyft agrees to add a hyperlink to its Service Animal Policy from the Terms of Service.

**(c) Pair Blocking.**

Beginning no later than thirty days after the Joint Announcement Date, Lyft shall not block future trip pairing between Riders and Drivers as a result of a Rider submitting a Service Animal Complaint to Lyft. However, Lyft may block future trip pairing between a specific Driver and Rider if a Rider expressly requests that result.

**(d) Cleaning Fees.**

Beginning no later than thirty days after the Joint Announcement Date, Lyft will not charge Riders cleaning fees for shedding by Service Animals. Lyft may charge Riders for cleaning fees related to Service Animals only if the Driver provides compelling photographic evidence showing that a Service Animal vomited, urinated, or defecated in a Driver's vehicle while the Driver was providing the Rider with transportation services arranged through the Lyft App. Lyft will investigate claims by Riders that they were improperly charged cleaning fees. If an investigation reveals that a Rider was improperly charged a cleaning fee, Lyft shall promptly reimburse all improperly-charged cleaning fees.

**(e) Joint Announcement, Publicity and Community Education.**

**(i) Joint Announcement Event.**

Within sixty days of the Effective Date, Lyft, NFB, Rosen Bien Galvan & Grunfeld LLP, and Disability Rights Advocates ("DRA") shall hold a joint event announcing the policy changes to be adopted by Lyft as set forth in Section 1(a)-(d) of

this Agreement, as well as their partnership to increase transportation options for the blind community through Lyft or other similar platforms (“Joint Announcement Event”). The Parties shall issue a joint press release, using language mutually agreed upon by the Parties, announcing this Agreement and describing its key terms. Lyft and Claimants’ Counsel shall post the press release on their respective websites, and Lyft shall distribute the press release to all guide dog training programs in the United States identified by Claimants. The Parties also agree to pursue publication of an Op-Ed in a major newspaper publicizing the policy changes and partnership as set forth in this Agreement.

(ii) Service Animal Month.

The Joint Announcement Event will kick-off a “Service Animal Month” at Lyft. During Service Animal Month, Lyft will host various on-line and/or in-person events and will issue various communications promoting the rights of individuals with Service Animals and Lyft’s Service Animal policy changes. At a minimum, during Service Animal month, Lyft will:

- (a) Release a video created by Lyft regarding the new Service Animal Policy (“Joint Announcement Video”). In addition to new content regarding the new Service Animal Policy, the Joint Announcement Video may incorporate content from the anti-discrimination video currently available on Lyft’s website.
- (b) Distribute the Joint Announcement Video to all current drivers by an email announcing Service Animal Month.

- (c) Host a Facebook Live event featuring Riders with Service Animals and various Company representatives.
  - (d) At or near the end of Service Animal Month, hold a raffle in which all Drivers who watched the Joint Announcement Video during Service Animal month will be entered, with prizes up to \$1,000 in cash.
- (f) Driver Education.**
- (i) On Boarding.
    - (a) In its welcome e-mail sent to all new Drivers, Lyft will include information regarding its Service Animal Policy, with a link to additional information regarding the policy. The content on Service Animals shall be consistent in tone and in length when compared with the content of other material in the welcome e-mail.
    - (b) “Fast Track” On-Boarding. During the Term of the Agreement, Lyft shall require that all Driver applicants who are on-boarded by reviewing Lyft-provided content on an on-line portal also review information regarding their obligation to transport Riders with Service Animals. The content on Service Animals shall be consistent in tone and in length when compared with the content of other material viewed by the Driver applicants in this process. Lyft must obtain

Claimants' approval of the content on Service Animals before incorporating it into this Driver on-boarding process.

Claimants shall not unreasonably withhold their approval.

Claimants acknowledge and agree that Lyft may, from time to time, amend the specific language. Claimants agree that any minor change in language, format, or location during the Term of the Agreement shall not constitute a breach of the Agreement.

- (c) Video. Within 180 days from the Effective Date of this Agreement, Lyft shall create a new educational video to inform Drivers about guide dogs and other common types of Service Animals, Drivers' legal and contractual obligations to transport Riders with Service animals, best practices concerning transporting Riders with Service Animals, how to identify some common types of Service Animals, the questions that Drivers may lawfully ask a Rider about the Rider's Service Animal when attempting to identify Service Animals, and Lyft's enforcement practices concerning Drivers who refuse to transport or who otherwise discriminate against Riders with Service Animals (the "Educational Video"). The Educational Video is separate and distinct from the Joint Announcement Video, and shall include live-action

footage showing guide dogs and other Service Animals.

Claimants understand and acknowledge that the Educational Video will be in a style that is consistent with Lyft's branding. Lyft shall obtain Claimants' approval of the content of the video and Claimants shall not unreasonably withhold their approval.

- (d) Lyft shall revise its written Mentor Session Checklist, the document outlining the topics for the mentor session, to include the statement that Drivers have a legal and contractual obligation to transport Riders with Service Animals without exception for allergies or religious objections.
- (e) In markets where Lyft employees or agents communicate with new Drivers or Driver applicants during the Driver onboarding process, Lyft employees and agents shall be instructed to inform new Drivers or Driver applicants about Drivers' legal and contractual obligation to transport Riders with Service Animals and Lyft's termination policy.
- (ii) On-Going Driver Communications.
  - (a) Text Messages. Lyft shall send a text message to all Drivers regarding the Service Animal Policy once within each six (6) month period.

- (b) Emails. Lyft shall send email reminders regarding the Service Animal Policy to all Drivers with active accounts on a quarterly basis, either as a stand-alone email or as part of a larger driver communications email.
- (c) Pop-Up. Lyft shall push a pop-up prompt in the Lyft App to all valid, registered Driver accounts regarding the Service Animal Policy once within each six (6) month period.
- (d) Lyft retains discretion over the content of the text messages, pop-ups and emails to be sent to Drivers. However, Lyft shall include each of the following elements at least twice each year during the Term of this Agreement in a communication to all Drivers:
  - (a) Photographs of blind individuals with guide dogs to remind Drivers of how to readily identify Service Animals.
  - (b) Link to Lyft's Service Animal Policy.
  - (c) Reminder that Drivers must transport Riders with Service Animals without exception for allergies or religious objections.
  - (d) Link to the Educational Video, including for the purpose of publicizing a raffle as set forth in Section 1(f)(iii) of this Agreement.

(iii) Incentivizing Additional Driver Education. Starting 180 days after the Effective Date and biannually thereafter throughout the Term of the Agreement, Lyft shall publicize the Educational Video by announcing a raffle for Drivers. Each Driver who watches the Educational Video will be entered into the drawing, with a top prize valued at up to \$1,000.

(iv) Schedule. Except as otherwise specified (including, but not limited to, in Sections 1(f)(i)(c) and 1(f)(iii)), Lyft shall adopt and implement the Driver education practices described in Section 1(f) of this Agreement within thirty days of the Joint Announcement Date.

**(g) Lyft Will Improve Its Complaint Procedures.**

(i) Lodging Service Animal Complaints.

(a) Help Center. Within thirty days of the Joint Announcement Date, Lyft shall create a new Accessible Service Animal page on its website and shall add a link entitled “Service Animals” to the homepage of the Help Center page of its website, in the section immediately below the heading “Frequently Asked Questions.” The Help Center is accessible through the Lyft App through the “Help” section in the main menu. The “Service Animals” link on the Help Center homepage shall open a page containing the following information: a summary of Lyft’s Service Animal Policy, a link to Lyft’s complete Service Animal Policy, the dedicated Service

Animal Complaint telephone number, and a button titled “Report a Service Animal Issue” which, when clicked, will open an Accessible form for submitting written Service Animal Complaints. The form shall contain an edit field wherein the user may enter and submit a narrative description of the incident and allow the user to attach and upload pictures or other files concerning the incident. Lyft will train its employees in the Trust & Safety Department to tag complaints submitted through this form as relating to Service Animals. Lyft will provide Claimants the opportunity to review and comment on the service animal complaint form before Lyft makes the form available for use. Within seven days after Lyft provides Claimants with the complaint form for review, Claimants shall provide Lyft with any feedback they have concerning the Accessibility and usability of the complaint form. Lyft shall in good faith consider revising the complaint form to incorporate Claimants’ feedback before making the complaint form available for use.

- (b) Telephone line. Lyft will create a dedicated a 24-hour customer Service Animal complaint telephone hotline for reporting incidents where a Driver refused to transport or otherwise discriminated against a Rider with a Service

Animal because of the presence of the Service Animal. This telephone line will be called the “Service Animal Complaint Hotline.”

- (ii) Lyft Will Improve Its Processing of Service Animal Complaints.
  - (a) CRL Team. Within thirty days from the Joint Announcement Date, Lyft shall train all individuals who respond to calls made on the Critical Response Line and the Service Animal Complaint Hotline (the “CRL Team”) to handle any immediate needs of Riders who report ride denials or discriminatory treatment based on their Service Animals. Other than handling any such immediate needs of Riders, Lyft shall train the CRL Team to refer any Service Animal Complaint or questions concerning Service Animals to the Trust & Safety Department for processing. Lyft shall also train all customer support agents not affiliated with the Trust & Safety Department to immediately transfer all Service Animal Complaints and questions to the Trust & Safety Department if such complaints or questions were mistakenly referred to them.
  - (b) Trust & Safety Department. During the Term of the Agreement, Lyft agrees to maintain the Trust & Safety Department or another department or team that is trained to

perform the duties and functions of the Trust & Safety Department as set forth in this Agreement. Within thirty days of the Joint Announcement Date, Lyft shall train all employees in the Trust and Safety Department on its Service Animal Policy and on how to process and respond to Service Animal Complaints in a manner consistent with the policies, practices, and procedures adopted by this Agreement.

Training topics shall include but are not limited to:

- (a) standards for what constitutes discrimination against Riders with Service Animals, (b) how to evaluate allegations of Driver discrimination against Riders with Service Animals, (c) how to document allegations of discrimination against Riders with Service Animals, (d) how to apply the One-Strike Enforcement Practice and the Two-Strike Enforcement Practice, (e) the process to end Lyft's business relationship with Drivers who violate the One-Strike Enforcement Practice or the Two-Strike Enforcement Practice, and (f) how to respond to Service Animal Complaints or questions.
- (c) Manual. Within thirty days of the Joint Announcement Date, Lyft shall create an internal written manual that instructs relevant Lyft employees on how to process and respond to Service Animal Complaints in a manner consistent with the

policies, practices, and procedures adopted by this Agreement. Lyft shall obtain Claimants' approval regarding the content of the manual before distributing it to Lyft employees. Claimants shall not unreasonably withhold their approval.

(iii) Responding to Complaints. Lyft shall promptly inform any Rider who submits a Service Animal Complaint and for whom it has contact information that the complaint has been received and is being reviewed. If Lyft has an email address associated with the Rider the response will be sent to this email address.

(a) Notice. Lyft shall complete its review of each complaint within two weeks of the complaint submission and notify the Rider for whom it has contact information about the outcome of its review, including the following: whether Lyft has permanently ended its business relationship with the Driver at issue or whether Lyft will permanently end its business relationship with the Driver at issue if a second Service Animal Complaint is submitted concerning the Driver.

(b) Refunding Improper Fees. If a Rider submits a plausible Service Animal Complaint, Lyft shall refund any trip cancellation charges or any other charges imposed in connection with the circumstances that form the basis of the complaint.

- (c) Account Credits. Lyft shall issue an account credit of no less than \$5 for use on the Lyft platform to each and every Rider with a Lyft account who submits a plausible Service Animal Complaint that a Driver refused to transport the Rider anywhere in the United States because of the presence of a Service Animal.
- (d) Lyft shall implement the complaint response practices described in Section 1(g)(iii) of this Agreement within thirty days from the Joint Announcement Date.

**(h) Rider Education.**

(i) User Guide. Within thirty days of the Joint Announcement Date, Lyft shall create a written user guide for riders with Service Animals that contains the following information: a statement of Riders' rights to travel with service animals; a summary of Lyft's Service Animal Policy; instructions on how to submit Service Animal Complaints, including the link to the form described in Section 1(g)(i)(a) and the number to the Service Animal Complaint Hotline. Lyft shall obtain Claimants' approval regarding the content and format of the user guide before distributing it. Claimants shall not unreasonably withhold their approval.

(ii) Distribution of User Guide. Within sixty days of the Joint Announcement Date, Lyft shall: (1) post an electronic copy of this guide on the Service Animal page of its website that can be accessed through the Lyft App, (2) provide an electronic copy of the guide to persons who submit Service Animal Complaints,

(3) arrange for the guide to be distributed through the email lists of the National Federation of the Blind, the American Council of the Blind, the National Association of Guide Dog Users, and Guide Dog Users, Inc., (4) arrange for the guide to be distributed through the magazines and newsletters of the National Federation of the Blind and the American Council of the Blind, and (5) provide the guide to all guide dog training programs in the United States identified by Claimants. All electronic copies of the guide that Lyft distributes shall be in formats that are compatible with Screen Access Technology.

(iii) Pamphlet. Within thirty days of the Joint Announcement Date, Lyft shall create a one-page document that describes Riders' right to travel with Service Animals when traveling using transportation matched through the Lyft App. The document shall appear on Lyft letterhead, feature the Lyft logo, include the telephone number for the Service Animal Complaint Hotline, and feature the name and signature of a senior Lyft official. Lyft shall obtain Claimants' approval regarding the content and format of the pamphlet before distributing it. Claimants shall not unreasonably withhold their approval. Lyft shall post an electronic copy of the pamphlet on the Service Animal page of its website, shall include a copy of the pamphlet in the user guide described in Section 1(h)(ii) herein, shall provide an electronic copy of the pamphlet to persons who submit Service Animal Complaints, and shall provide copies of the pamphlet to all guide dog training programs in the United States identified by Claimants. All electronic copies of the pamphlet that Lyft distributes shall be in formats that are compatible with Screen Access Technology.

## **2. Monitoring of Compliance.**

### **(a) Data Collection.**

Beginning no later than thirty days after the Joint Announcement Date and for the Term of this agreement, Lyft shall collect and maintain the following data in an electronically searchable format:

(i) For each Service Animal Complaint alleging that a Driver refused to transport a Rider with a Service Animal because of the presence of the Service Animal:

- (a) The name and other identifying information of the driver involved in the incident on which the Service Animal Complaint is based;
- (b) The name and, if available, email address and other identifying information of every Rider involved in the incident on which the Service Animal Complaint is based;
- (c) The time and date of the incident on which the Service Animal Complaint is based;
- (d) The location or locations where the incident on which the Service Animal Complaint is based occurred;
- (e) Any changes in account status, notations made in the Driver's record, and any other actions taken concerning the Driver associated with or resulting from the Service Animal Complaint; and

(f) Numerical rating that the Driver gave to the Rider or to the other accountholder who requested the trip on which the Service Animal Complaint is based.

(ii) For each Service Animal Complaint alleging that a Driver unlawfully discriminated against a Rider with a Service Animal because of the Service Animal, other than trip cancellation or refusal of service:

(a) The name and other identifying information of the driver involved in the incident on which the Service Animal Complaint is based;

(b) The name and, if available, email address and other identifying information of every Rider involved in the incident on which the Service Animal Complaint is based;

(c) The time and date of the incident on which the Service Animal Complaint is based;

(d) The location or locations where the incident on which the Service Animal Complaint is based occurred;

(e) Any changes in account status, notations made in the Driver's record, and any other actions taken concerning the Driver associated with or resulting from the Service Animal Complaint; and

(f) Numerical rating that the Driver gave to the Rider or to the other accountholder who requested the trip on which the Service Animal Complaint is based.

(iii) Date and location for every ride that results in Lyft charging a Rider with a Service Animal a cleaning fee;

(iv) For each Rider with a Lyft account who submits a Service Animal Complaint alleging denial of service due to the presence of a Service Animal, the total number of reported denials, total number of documented reports of discrimination applied to Driver accounts because of a reported incident involving that Rider, total number of resulting Driver deactivations resulting from incidents involving that Rider, and total number of trip cancellation charges refunded to the Rider;

(v) The total number of Drivers whose business relationships with Lyft were ended because of Service Animal Complaints alleging that Drivers refused to transport Riders with Service Animals because of the presence of Service Animals;

(vi) The total number of Drivers whose business relationships with Lyft were ended under the Two-Strike Enforcement Practice described in Section 1(b)(i)(b) of this Agreement;

(vii) The total number of Drivers for whom Lyft has recorded a Service Animal Complaint under the Two-Strike Enforcement Practice described in Section 1(b)(i)(b) of this Agreement; and

(viii) The total number of Drivers who were entered into drawings after watching the Educational Video.

**(b) Reporting of Data.**

(i) Lyft shall report the data in Sections 2(a)(i)(c)-(f), Sections 2(a)(ii)(c)-(f), and Sections 2(a)(iii)-(viii) to Claimants' Counsel. Lyft shall not be required to disclose the names or contact information of Drivers or Riders described in Sections 2(a)(i)(a)-(b) and Sections 2(a)(ii)(a)-(b) to Claimants' Counsel pursuant to this Agreement. However, Lyft shall maintain the data described in Sections 2(a)(i)(a)-(b) and 2(a)(ii)(a)-(b) confidentially in accordance with Section 2(a). For each and every Service Animal Complaint described in Sections 2(a)(i)-(ii) that Lyft reports to Claimants' Counsel under Section 2(b) of this Agreement, Lyft shall identify each and every known Driver and Rider described in Sections 2(a)(i)(a)-(b) and 2(a)(ii)(a)-(b) with a unique alphanumeric identifier to enable Claimants' Counsel to track the experiences of individual Riders and Drivers. Starting on the 90th day after the Joint Announcement Date, the required reporting under this Section 2(b) will occur quarterly for one year and semiannually thereafter for the remainder of the Term. However, Lyft shall resume reporting such data to Claimants' Counsel on a quarterly basis if any of the following occurs:

- (a) The reported data shows a material increase in the number of reported instances where a Driver refused to transport a Rider with a Service Animal during the reporting period as compared with the prior period. In determining what is "material," the Parties shall take into consideration factors that may contribute to any such increase, such as Lyft's rate

of growth and expansion into new markets within the United States;

- (b) The reported data shows a material increase in the total number of Service Animal Complaints that Lyft received during the reporting period as compared with the prior reporting period. In determining what is “material,” the Parties shall take into consideration factors that may contribute to any such increase, such as Lyft’s rate of growth and expansion into new markets within the United States;
- (c) In resolving a dispute pursuant to Section 6 of this Agreement, the Court concludes that Lyft has not substantially complied with a provision of this Agreement during the prior reporting period; or
- (d) The Parties agree that Lyft has not substantially complied with the terms of the Agreement during the prior reporting period.

(ii) Lyft shall produce the data in an .xls file, .xlsx file, .csv file, or other common database format that can be opened and read using Microsoft Excel while retaining column, row, heading and other organizational information. The format shall enable Claimants’ Counsel to easily determine the sum total number of business relationships ended and total number of reports that a particular Driver refused to

transport a Rider with a Service Animal or otherwise discriminated against a Rider with a Service Animal due to the presence of that Service Animal.

**(c) Rider Concerns.**

Notwithstanding the above, for any Rider Lyft account for which Claimants' Counsel provides Lyft with (a) a documented complaint by the Rider of alleged discrimination; (b) the email address for the Rider's account and; (c) proof that the Rider consented to disclosure of that data for the purposes of monitoring compliance with or enforcing this Agreement, Lyft shall, within fourteen days of receipt of the request, (x) provide data collected as described in Sections 2(a)(i)(c)-(f) and Sections 2(a)(ii)(c)-(f) regarding the documented complaint by such Rider, and (y) identify the Driver and all known Rider(s) involved in the event underlying the complaint using only the unique alphanumeric identifiers described in Section 2(b)(i), while maintaining confidentiality of information collected under Sections 2(a)(i)(a)-(b) and 2(a)(ii)(a)-(b). Items (a)–(c) in the first sentence of this section can be satisfied by either of the following:

- (a) An email from the Rider confirming a Service Animal Complaint was submitted and agreeing to disclosure of the data.
- (b) A document signed by hand or electronically by the Rider confirming a Service Animal Complaint was submitted and agreeing to disclosure of the data.

**(d) Testing.**

Beginning ninety days after the Joint Announcement Date, NFB shall administer a compliance testing program that uses blind individuals with Service Animals as testers to document experiences on trips arranged through the Lyft app in ten metropolitan areas across the United States. The metropolitan areas will be selected based on factors including the popularity of Lyft in the region, urban density, diversity of states, racial and ethnic diversity, and the size of the blind and low-vision population in each region. NFB's testing program shall be consistent with Lyft's ordinary provision of service and testers shall not disclose testing to Drivers. To the extent NFB identifies any concerns or problems in the course of its compliance testing program, NFB shall advise Lyft of any such concern or problem without undue delay.

NFB will produce and provide to Lyft a report one year after the Joint Announcement Date, a second report two years after the Joint Announcement Date, and a third report three years after the Joint Announcement Date describing the testing and the discrimination against Riders with Service Animals identified through the testing.

**(i) Payment for Testing.**

Lyft shall make three payments to the NFB of \$20,000 during the 3.5 year Term of the Agreement totaling \$60,000. These payments are intended to support the testing program outlined in Section 2(d) above. Lyft shall make the first payment of \$20,000 on or before the Joint Announcement Date, Lyft shall make the second payment of \$20,000 within one year of the Joint Announcement Date, and Lyft shall make the third and final payment of \$20,000 within two years of the Joint Announcement Date. If the term of this

Agreement is extended pursuant to Section 3, Lyft shall make a fourth payment of \$20,000 to NFB within thirty days of an agreement or Court order requiring an Extended Term. Lyft shall remit these payments to TRE Legal Practice, c/o NFB, and make arrangements for wire transfer to the IOLTA trust account for the TRE Legal Practice.

**3. Term of Agreement.**

The Term of this Agreement shall be three and one half (3.5) years from the Effective Date, except as follows: if the Parties agree or if, while resolving a dispute under Section 6, the Court determines that there has not been substantial compliance by Lyft with the terms of the Agreement, the term shall extend to five years from the Effective Date.

**4. Additional Modifications to Lyft's Policies, Practices, and Procedures.**

(a) The Parties recognize and agree that other relevant issues may arise during the term of this Agreement that were not anticipated when this Agreement was executed, and that data that Lyft provides to Claimants' Counsel pursuant to Section 2(a) of this Agreement may show that the policies, practices, and procedures adopted by this Agreement have unintended consequences or are insufficient to comprehensively address discrimination because of Service Animals. The Parties agree that at any point after the one-year anniversary of the Joint Announcement Date through the Term of this Agreement, Claimants may request further modifications to Lyft's policies, practices and procedures if there is good cause to believe there is a need for such modifications. Within thirty days of Claimants' request under this paragraph, unless extended by agreement of the Parties, the Parties shall meet and confer to negotiate any such

requested modifications to Lyft's policies, practices and procedures, with the mutual goal of more effectively addressing alleged Driver discrimination against Riders with Service Animals. In no event will the modifications lessen the benefits or protections for Riders.

(b) To the extent that the Parties reach agreement to further modify the policies, practices, and procedures set forth in this Agreement, the Parties agree that such agreement will be reduced to writing as a binding amendment to this Agreement. The Parties agree that, unless the amendment expressly states otherwise, disputes under any amendments adopted will be resolved using the Dispute Resolution process set forth in Section 6 of this Agreement.

(c) If the Parties are unable to reach agreement concerning additional measures within sixty days of first meeting and conferring, then the Parties shall resolve the dispute using the dispute resolution process set forth in Section 6 of this Agreement.

## **5. Scope of Agreement.**

The provisions of this Agreement shall apply to Lyft's policies, practices, and procedures concerning all Riders in the United States. The data that Lyft periodically reports to Claimants' Counsel pursuant to Section 2(a) of this Agreement shall contain relevant information for Drivers and Riders with Service Animals nationwide within the United States.

## **6. Dispute Resolution.**

All disputes arising under the terms of this Agreement shall be resolved through a three-step process as follows:

**(a) Meet and Confer.**

Claimants' Counsel shall send a letter to counsel for Lyft concerning any dispute concerning Lyft's compliance with this Agreement ("dispute"), and counsel for the Parties shall meet and confer in a good faith effort to resolve any dispute.

**(b) Mediation.**

If the Parties are unable to resolve their dispute through such meet and confer negotiations within 45 days from the date of the letter raising the dispute, the dispute shall be submitted to mediation at JAMS in San Francisco. If the Parties are unable to select a mutually agreeable mediator within sixty days of the date of the meet and confer letter, then JAMS shall prepare a list of five randomly chosen neutrals with Lyft and Claimants each having the right to strike two names from the list to determine the neutral to mediate the matter. Lyft shall pay all JAMS fees and costs for the mediation.

**(c) Action to Enforce Agreement.**

If a dispute has not been settled in mediation within 120 days from the date of the letter raising the dispute, Claimants may file an action for breach of this Agreement in the United States District Court for the Northern District of California, which the Parties agree to for venue over any dispute that may arise under this Agreement. In the event that any action in law or equity is initiated by any party to enforce the provisions of this Agreement, to seek a declaration of rights and obligations in conjunction therewith, or otherwise arising out of this Agreement, and Claimants are the prevailing party in such action as that term is defined under federal or state law, they shall be entitled to recovery of their reasonable attorneys' fees and costs, including any costs incurred to retain expert

witnesses in connection therewith. If Lyft is found to be the prevailing party in such action, as that term is defined in California Code of Civil Procedure section 1032, it shall only be entitled to recovery of its reasonable attorneys' fees and costs, including any costs to retain expert witnesses in conjunction therewith, if the Court finds Claimants' actions in filing and pursuing the action are frivolous, unreasonable, or without foundation.

**7. Compensation to Individual Claimants.**

Within thirty days of the Effective Date, Lyft shall pay \$15,000 each (the "Settlement Payments") to Lucy Greco and Lynda Johnson for damages arising from their treatment by Lyft Drivers. Greco and Johnson shall provide Lyft with her Form W-9 within five (5) business days of the Effective Date. The Settlement Payments, made out to Greco and Johnson, will be delivered to: Michael Nunez, Rosen Bien Galvan & Grunfeld LLP, 50 Fremont Street, 19th Floor, San Francisco, CA 94105. Lyft will issue 1099-MISC forms to Greco and Johnson reflecting the Settlement Payments. Greco and Johnson shall be solely responsible for federal, state and local taxes due on the Settlement Payments, and specifically agree to indemnify and hold Lyft harmless for any and all claims involving federal, state or local taxes resulting from such responsibility.

**8. Reasonable Attorneys' Fees and Costs.**

**(a) Fees and Costs for Work Performed Through the Effective Date**

Within forty-five days of the Joint Announcement Date, Claimants' counsel shall present their claim for reasonable attorneys' fees and costs incurred in connection with this Agreement through the Joint Announcement Date (the "fee application") to counsel

for Lyft. If the Parties are not able to reach agreement on the amount of reasonable attorneys' fees and costs within sixty (60) days, Claimants may submit the fee application for resolution by a retired judge or arbitrator at Judicial Arbitration and Mediation Services (JAMS) in San Francisco, California. If the Parties cannot agree upon a particular arbitrator, they shall request that JAMS assign one in a random manner. The arbitrator will decide the fee application through confidential, binding arbitration using JAMS Streamlined Arbitration Rules and Procedures and applying applicable federal and state law. Lyft, on the one hand, and Claimants, on the other hand, agree to share equally in the payment of JAMS' fees and costs relating to any proceeding regarding Claimants' fee application.

**(b) Fees and Costs for Compliance Monitoring and Enforcement**

Within six months of the Joint Announcement Date and every six months thereafter during the Term or Extended Term of this Agreement, Claimants' counsel shall present their claim for reasonable attorneys' fees and costs incurred to monitor compliance with this Agreement after the Effective Date ("monitoring fees") to counsel for Lyft. In addition to the meaning of "reasonable attorneys' fees" under the law, the phrase "reasonable attorneys' fees," as used in this paragraph, shall mean that for purposes of claiming monitoring fees, Claimants shall avoid duplication of tasks and assign monitoring tasks to the attorneys with the lowest hourly rate. If the Parties are not able to reach agreement on the amount of reasonable monitoring fees within sixty (60) days, Claimants may submit the fee application for resolution by a retired judge or arbitrator at Judicial Arbitration and Mediation Services (JAMS) in San Francisco,

California. If the Parties cannot agree upon a particular arbitrator, they shall request that JAMS assign one in a random manner. The arbitrator will decide the fee application through confidential, binding arbitration using JAMS Streamlined Arbitration Rules and Procedures and applying applicable federal and state law. Lyft, on the one hand, and Claimants, on the other hand, agree to share equally in the payment of JAMS' fees and costs relating to any proceeding regarding Claimants' claim for monitoring fees.

**9. Release of Claims.**

Except for Lyft's obligations contained in this Agreement, Claimants, and each of their heirs, executors, successors, affiliates, assigns, administrators, agents, representatives, and attorneys, hereby fully, finally, and forever release, acquit, and discharge, and agree not to file a lawsuit or take other legal or administrative action against, Lyft and/or any of its present, former, or future successors, predecessors, parents, affiliates, subsidiaries, assigns, officers, directors, shareholders, employees, independent contractors, agents, and attorneys, of and from any and all claims and causes of action arising from or concerning the subject matter of this Agreement that accrued on or before the Effective Date (the "Released Claims").

Claimants hereby expressly and knowingly waive and relinquish any and all rights that they have or might have relating to the Released Claims under any statutes or common law principles of similar effect as follows:

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

Claimants acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the Released Claims above. Claimants agree that the foregoing release and waiver shall be and remain effective in all respects notwithstanding such different or additional facts or discovery thereof, and that this Agreement contemplates the extinguishment of all such Released Claims. By executing this Agreement, Claimants acknowledge that they have read and fully understand the provisions of California Civil Code § 1542 and that they have been specifically advised by their counsel of the consequences of the above waiver and this Agreement generally.

#### **10. Denial of Liability**

Lyft has denied and continues to deny any liability to Claimants. Lyft has denied and continues to deny that it has violated any laws pertaining to access for persons with disabilities with respect to the services provided by transportation providers using the Lyft App. Neither this Agreement nor any actions taken by Lyft in satisfaction of this Agreement constitute, or may be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any allegations of fact or law made by Claimants. This Agreement, any statements or negotiations made in connection with this Agreement, and any actions taken by Lyft under this Agreement, may not be offered or be admissible in evidence or in any other fashion against Lyft in any action or proceeding for any purpose, except in any action or proceeding brought to enforce the terms of this Agreement by or against Lyft or Claimants. This Agreement, any statements or

negotiations made in connection with this Agreement, and any actions taken by Lyft under this Agreement, may not be used as evidence of and shall not constitute waiver in any other proceeding of any applicable arbitration provisions. This Agreement, any statements or negotiations made in connection with this Agreement, and any actions taken by Lyft under this Agreement, are not intended to constitute an admission by Lyft concerning Lyft's treatment of Drivers as independent contractors, and shall not be construed as evidence that the Drivers are anything other than independent contractors.

## **11. General Provisions**

### **(a) Entire Agreement.**

This Agreement constitutes the entire agreement by the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or agreements, expressed or implied, written or oral, by or between the Parties.

### **(b) Governing Law.**

This Agreement shall be interpreted and governed according to the laws of the State of California.

### **(c) Binding on Successors.**

The provisions of the Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties.

**(d) Modification in Writing.**

This Agreement cannot be orally modified. The Agreement can be modified only with a written agreement that expressly recites the Parties' intent to modify a provision of the Agreement, and that is signed by authorized representatives of all Parties.

**(e) Waivers of Breach.**

The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.

**(f) Severability.**

The paragraphs and provisions of this Agreement are severable. If any paragraph or provision is found unenforceable, the remaining paragraphs and provisions shall remain in full effect.

**(g) Notices.**

Any notice or communication provided under this Agreement shall be made in writing and shall be delivered or sent by email and by registered mail or Federal Express to the addresses below or to such other addresses as may be specified in writing by any party.

To claimants:

Michael W. Bien  
Rosen Bien Galvan & Grunfeld LLP  
50 Fremont Street, 19<sup>th</sup> Floor  
San Francisco, CA 94105  
mbien@rbgg.com

Timothy R. Elder  
TRE Legal Practice  
4226 Castanos Street  
Fremont, CA 94536  
telder@trelegal.com

Mary-Lee Kimber Smith  
Disability Rights Advocates  
2001 Center Street, 4<sup>th</sup> Floor  
Berkeley, CA 94704  
msmith@dralegal.org

To Lyft:

DRAnotice@lyft.com

Jiyun Cameron Lee  
Folger Levin LLP  
199 Fremont Street, 20<sup>th</sup> Floor  
San Francisco, CA 94105  
jlee@folgerlevin.com

**(h) Agreement Has Been Read.**

The Agreement has been carefully read by each of the Parties, or their responsible officers, and its contents are known and understood by each of the Parties. The Agreement is signed freely by each Party executing it.

**(i) Authority.**

The persons executing the Agreement each represent and warrant that he or she has the authority to enter into the Agreement, and to resolve the matters set forth in the Agreement, on behalf of the Party for whom he or she is executing the Agreement, and that no further approval is necessary in order for the Agreement to be binding on the Party for whom he or she is executing.

**(j) Counterparts.**

This Agreement may be executed in counterparts, and authentic facsimile or scanned PDF signatures shall be deemed to be original signatures for all purposes.

**(k) Rules of Construction.**

The Parties and their counsel have reviewed and participated in the drafting of the Agreement, and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of the Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement.

**IN WITNESS HEREOF**, each of the undersigned has executed this Agreement on the date set forth below.

DATED: January \_\_, 2017

LYFT, INC.

By: \_\_\_\_\_  
Kristin Svercheck  
General Counsel

DATED: January \_\_, 2017

NATIONAL FEDERATION OF THE BLIND

By: \_\_\_\_\_  
Mark Riccobono  
President

DATED: January \_\_, 2017

\_\_\_\_\_  
Lucy Greco

DATED: January \_\_, 2017

\_\_\_\_\_  
Lynda Johnson