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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO
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14 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

15 Plaintiff,

16 v.
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18 **LYFT, INC.,**

19 Defendant.
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CASE NO.: CGC-26-641775

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California (“the People”), appearing through its
2 attorneys, Rob Bonta, Attorney General of the State of California, by Deputy Attorney General
3 Maneesh Sharma and Supervising Deputy Attorney General Stacey D. Schesser, and
4 DEFENDANT, appearing through its attorney, Alysa Z. Hutnik, of Kelley Drye & Warren LLP,
5 having stipulated to the entry of this Final Judgment and Permanent Injunction (“JUDGMENT”)
6 by the Court without the taking of proof and without trial or adjudication of any fact or law,
7 without this JUDGMENT constituting evidence of or an admission by DEFENDANT regarding
8 any issue of law or fact alleged in the Complaint on file, and without DEFENDANT admitting
9 any liability, and with all parties having waived their right to appeal, and the Court having
10 considered the matter and good cause appearing:

11 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

12 **I. PARTIES AND JURISDICTION**

13 1. This Court has jurisdiction over the allegations and subject matter of the People’s
14 Complaint filed in this action, and the parties to this action; venue is proper in this County; and
15 this Court has jurisdiction to enter this JUDGMENT. This JUDGMENT is entered pursuant to the
16 California Consumer Privacy Act of 2018, Civil Code section 1798.100 *et seq.*, as amended
17 (“CCPA”), and the Unfair Competition Law, Business and Professions Code section 17200 *et*
18 *seq.* (“UCL”).

19 **II. DEFINITIONS**

20 The following terms in this JUDGMENT shall have these meanings:

21 2. CLEAR AND CONSPICUOUS means that a required disclosure is easily
22 noticeable and easily understandable by ordinary people.

23 3. COLLECTS or COLLECTION has the same meaning as provided in Civil Code
24 section 1798.140, subdivision (f).

25 4. CONSUMER means a natural person who is a California resident, and includes
26 LYFT drivers and riders.

27 5. CROSS-CONTEXT BEHAVIORAL ADVERTISING means the targeting of
28 advertising to a consumer based on the consumer’s personal information obtained from the

1 consumer's activity across businesses, distinctly branded internet websites, applications, or
2 services, other than the business, distinctly branded internet website, application, or service with
3 which the consumer intentionally interacts, as provided in Civil Code section 1798.140(k).

4 6. DEFENDANT means LYFT, INC., a Delaware limited liability company, and
5 with its headquarters in San Francisco, California, and its successors and assigns.

6 7. LYFT ACCOUNT means a CONSUMER'S Lyft account, or any successor
7 account registration system that a CONSUMER can use to log into LYFT SERVICES.

8 8. LYFT APP means DEFENDANT'S mobile applications for CONSUMERS.

9 9. LYFT SERVICES means any website, application, or online service that
10 DEFENDANT operates that COLLECTS PERSONAL INFORMATION that DEFENDANT
11 SELLS, SHARES, or uses to conduct CROSS-CONTEXT BEHAVIORAL ADVERTISING,
12 including without limitation the LYFT APP.

13 10. EFFECTIVE DATE means the date this JUDGMENT is entered.

14 11. NOTICE OF RIGHT TO OPT-OUT OF SALE/SHARING has the same meaning
15 as provided in California Code of Regulations, title 11, section 7001, subdivision (s), and
16 California Code of Regulations, title 11, section 7013.

17 12. OPT-OUT LINK means the Do Not Sell or Share My Personal Information link
18 provided in Civil Code section 1798.135, subdivision (a)(1), and California Code of Regulations,
19 title 11, sections 7013, or the Alternative Opt-Out Link provided in Civil Code section 1798.135,
20 subdivision (a)(3), and California Code of Regulations, title 11, sections 7001, subdivision (b)
21 and 7015, and in the case of mobile or connected device applications shall mean any setting or
22 menu option that leads the CONSUMER to a page, setting, or control that enables the
23 CONSUMER to opt-out of the sale or sharing of the CONSUMER'S PERSONAL
24 INFORMATION.

25 13. OPT-OUT PREFERENCE SIGNAL has the same meaning as provided in
26 California Code of Regulations, title 11, section 7001, subdivision (u), and California Code of
27 Regulations, title 11, section 7025, subdivision (b).

1 14. PERSONAL INFORMATION means information that identifies, relates to,
2 describes, is reasonably capable of being associated with, or could reasonably be linked, directly
3 or indirectly, with a particular CONSUMER or household. PERSONAL INFORMATION
4 includes the items listed in the definition of “personal information” found in Civil Code section
5 1798.140, subdivision (v), which includes, without limitation, “unique identifier” or “unique
6 personal identifier” as set forth in Civil Code section 1798.140, subdivision (aj).

7 15. PRIVACY POLICY has the same meaning as provided in California Code of
8 Regulations, title 11, section 7001, subdivision (w), and California Code of Regulations, title 11,
9 section 7011.

10 16. RISK ASSESSMENT means the analysis and report described in Civil Code
11 section 1798.185, subdivision (a)(14)(B) and California Code of Regulations, title 11, sections
12 7150-7157.

13 17. SALE, SELL, OR SELLING has the same meaning as provided in Civil Code
14 section 1798.140, subdivision (ad).

15 18. SENSITIVE PERSONAL INFORMATION has the same meaning as provided in
16 Civil Code section 1798.140, subdivision (ae).

17 19. SHARE or SHARING has the same meaning as provided in Civil Code section
18 1798.140, subdivision (ah).

19 20. THIRD PARTY OR THIRD PARTIES has the same meaning as provided in Civil
20 Code section 1798.140, subdivision (ai).

21 **III. INJUNCTIVE PROVISIONS**

22 21. Nothing in this JUDGMENT alters the requirements of state or federal law to the
23 extent they offer greater protection to CONSUMERS.

24 22. The injunctive provisions of this JUDGMENT, entered pursuant to Business and
25 Professions Code section 17203 and Civil Code section 1798.199.90, shall apply to:

26 (a) DEFENDANT; (b) its directors, officers, and employees; (c) its agents and independent
27 contractors; and (d) its successors and the assigns of all or substantially all of the assets of their
28 business.

1 **COMPLIANCE WITH THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**
2 **CONSUMERS' RIGHT TO OPT OUT OF SALE OR SHARING**
3 **OF PERSONAL INFORMATION**

4 23. DEFENDANT shall comply with the following provisions of the CCPA and its
5 implementing regulations related to required notices and CONSUMERS' right to opt-out of the
6 SELLING or SHARING of their PERSONAL INFORMATION: Civil Code sections 1798.100,
7 1798.120, 1798.130, subdivisions (a)(5) and (a)(6), and 1798.135; California Code of
8 Regulations, title 11, sections 7003, 7004, 7010, 7011, 7012, 7013, 7015, 7025, 7026, and 7060,
9 subdivision (b), including as they may be amended or modified.

10 24. DEFENDANT shall provide CLEAR AND CONSPICUOUS notice to
11 CONSUMERS that DEFENDANT conducts CROSS-CONTEXT BEHAVIORAL
12 ADVERTISING using PERSONAL INFORMATION obtained from THIRD PARTIES. Such
13 notice shall be in a manner that provides CONSUMERS a meaningful understanding of the
14 information being collected, the categories of sources from which the PERSONAL
15 INFORMATION is collected, and that CONSUMERS have the "right to opt-out" of the SALE or
16 SHARING of their PERSONAL INFORMATION. Such notice shall also include an OPT-OUT
17 LINK.

18 25. DEFENDANT shall continue to implement a consumer-friendly, easy-to-execute
19 opt-out process that allows CONSUMERS to opt-out of DEFENDANT'S SALE or SHARING of
20 CONSUMERS' PERSONAL INFORMATION with minimal steps. For a CONSUMER who opts
21 out, DEFENDANT shall stop SELLING and SHARING the CONSUMER'S PERSONAL
22 INFORMATION and shall stop conducting CROSS-CONTEXT BEHAVIORAL
23 ADVERTISING for that CONSUMER.

24 a. DEFENDANT shall provide a CLEAR AND CONSPICUOUS OPT-OUT
25 LINK within the LYFT APP that shall immediately effectuate the CONSUMER'S choice to opt-
26 out of SALE and SHARING across all LYFT SERVICES.

27 b. When a CONSUMER is logged-in to their LYFT ACCOUNT ("logged-in
28 CONSUMER") on LYFT's website or the LYFT APP, and that CONSUMER opts out, including

1 through use of an OPT-OUT PREFERENCE SIGNAL, DEFENDANT shall effectuate the
2 CONSUMER'S opt-out choice across all LYFT SERVICES that DEFENDANT associates with
3 the CONSUMER'S LYFT ACCOUNT.

4 c. When a CONSUMER is not logged-in to their LYFT ACCOUNT, or does
5 not have a LYFT ACCOUNT, and that CONSUMER opts out, including through use of an OPT-
6 OUT PREFERENCE SIGNAL, DEFENDANT shall inform the CONSUMER that it may be
7 necessary to log-in to the CONSUMER'S LYFT ACCOUNT, or direct the CONSUMER to
8 provide the minimal amount of PERSONAL INFORMATION necessary, to fully effectuate the
9 CONSUMER'S opt-out choice. For CONSUMERS who do not have a LYFT ACCOUNT,
10 choose not to log-in to their account, or who do not provide the necessary additional information,
11 DEFENDANT shall treat the CONSUMER'S opt-out choice as a request to opt out of SALE or
12 SHARING for that browser, application, or device and any consumer profile that DEFENDANT
13 associates with that browser, application or device, including pseudonymous profiles that
14 DEFENDANT maintains in connection with SELLING/SHARING or CROSS-CONTEXT
15 BEHAVIORAL ADVERTISING.

16 26. DEFENDANT shall provide a means by which the CONSUMER can confirm that
17 their request to optout of SALE/SHARING has been processed by DEFENDANT, such as within
18 the settings or preferences menu for the CONSUMER'S LYFT ACCOUNT.

19 27. If DEFENDANT makes available to CONSUMERS other choices related to
20 collection and use of PERSONAL INFORMATION such as cookie preferences, direct e-mail
21 marketing preferences, vendor specific processing (e.g., related to audience measurement),
22 DEFENDANT shall avoid language and choice architecture likely to confuse or deceive
23 CONSUMERS into believing that other choice(s) either: (i) must also be selected in order to opt
24 out of SELLING or SHARING, or (ii) constitute an opt-out instructing DEFENDANT not to
25 SELL or SHARE the CONSUMER'S PERSONAL INFORMATION to all THIRD PARTIES.
26 DEFENDANT shall not implement other user choices in a manner likely to subvert or impair user
27 decision-making or choice related to opting out of the SELLING or SHARING of their
28 PERSONAL INFORMATION.

28. DEFENDANT shall comply with a CONSUMER'S opt-out choice as required by CCPA, including notifying all THIRD PARTIES to whom DEFENDANT has SOLD or SHARED a CONSUMER'S PERSONAL INFORMATION, after the CONSUMER submits the request to opt-out of SALE/SHARING and before the DEFENDANT complies with that request, that the CONSUMER has made a request to opt-out of SALE/SHARING and directing the THIRD PARTY to comply with the CONSUMER'S request and forward the request to any other person to whom the THIRD PARTY has made the PERSONAL INFORMATION available during that time period.

29. With respect to PERSONAL INFORMATION that DEFENDANT makes available to a THIRD PARTY, DEFENDANT shall take reasonable and appropriate steps to ensure that such THIRD PARTIES use such PERSONAL INFORMATION in a manner consistent with DEFENDANT'S obligations under the CCPA.

30. Within 60 days of the EFFECTIVE DATE, DEFENDANT will provide a one-time notice to all LYFT CONSUMERS who used the LYFT APP between January 1, 2020 and the EFFECTIVE DATE and who have not opted-out to inform them of their opt-out rights and LYFT's IN-APP opt-out method. Such notice shall also include a direct link to DEFENDANT'S opt-out method(s).

COMPLIANCE PROGRAM

31. DEFENDANT shall ensure all new or changed features, app updates, or business practices that involve processing of PERSONAL INFORMATION are evaluated for compliance with CCPA requirements, including through RISK ASSESSMENTS as required by California Code of Regulations, title 11, section 7150 and as described in Paragraph 32, before the new or changed feature, app update, or business practice is implemented.

32. Within 180 days of the EFFECTIVE DATE, DEFENDANT will conduct and complete RISK ASSESSMENTS for the following activities: (1) SALES or SHARING of PERSONAL INFORMATION; (2) processing SENSITIVE PERSONAL INFORMATION; and (3) processing geolocation data associated with a CONSUMER, including manually inputted location data, for advertising.

33. Following completion of the RISK ASSESSMENTS described in Paragraph 32, DEFENDANT shall continue to conduct and complete such RISK ASSESSMENTS, as well as any other processing of PERSONAL INFORMATION that poses a risk to CONSUMER privacy, according to the schedule and requirements provided in California Code of Regulations, title 11, section 7155.

34. Within 180 days of the EFFECTIVE DATE, and for a period of three years thereafter, DEFENDANT shall implement and maintain a program to assess and monitor whether DEFENDANT is effectively providing methods of opting out of SELLING AND SHARING that are consumer-friendly, easy to execute, require minimum steps, and which, as appropriate, fully implement a CONSUMER'S opt-out choice, that DEFENDANT is providing disclosures and notices that comply with this JUDGMENT, and that DEFENDANT'S use and disclosure of geolocation data associated with CONSUMERS continues to be compliant with the CCPA and its implementing regulations. For three years from the EFFECTIVE DATE, DEFENDANT shall document and share the results of this review with the People in an annual report.

35. All reports, reviews, and sharing of information pursuant to this JUDGMENT shall be treated as confidential and as exempt from disclosure under the relevant public records laws, including Cal. Gov. Code § 7920.000 *et seq.*

MONETARY PROVISIONS

36. No later than thirty days after the EFFECTIVE DATE, DEFENDANT shall pay the California Attorney General's Office the amount of \$1,800,000 pursuant Civil Code Section 1798.199.90. Payment shall be made by wire transfer pursuant to instructions provided by the California Attorney General's Office.

37. Except as otherwise expressly provided herein, each party shall bear its own attorneys' fees and costs.

RELEASE

38. By entry of this JUDGMENT and following full payment of the amount due as set forth in Paragraph 36, DEFENDANT, and its past and present directors, officers, parents, employees, agents, and successors, are released and discharged from and against any and all civil

1 claims related to DEFENDANT’S SALE or SHARING of CONSUMERS’ PERSONAL
2 INFORMATION that were asserted, or that could have been asserted, in the Complaint under the
3 CCPA or the UCL.

4 **ADDITIONAL GENERAL PROVISIONS**

5 39. This Court retains jurisdiction for purposes of construction, modification, and
6 enforcement of this JUDGMENT.

7 40. Nothing in this JUDGMENT shall be construed as relieving DEFENDANT of its
8 obligations to comply with all state and federal laws, regulations, or rules, or as granting
9 permission to engage in any acts or practices prohibited by such law, regulation, or rule.

10 41. DEFENDANT shall use reasonable efforts to notify its officers, directors,
11 employees, agents, contractors, and affiliates if any are responsible for carrying out and effecting
12 the terms of this JUDGMENT and the requirements therein.

13 42. Notices and reports under this JUDGMENT shall be served by email and regular
14 mail as follows:

15 To the People of the State of California:

16 Maneesh Sharma and Stacey Schesser
17 California Attorney General’s Office
18 455 Golden Gate Ave, Suite 11000
19 San Francisco, CA 94122
Email: Maneesh.Sharma@doj.ca.gov
Stacey.Schesser@doj.ca.gov

20 To Lyft, Inc.:

21 Alys Z. Hutnik
22 Kelley Drye & Warren LLP
23 670 Maine Avenue SW, Suite 600
24 Washington, DC 20024
Email: ahutnik@kelleydrye.com

25 43. This JUDGMENT shall take effect immediately upon entry thereof.

26 44. The clerk is directed to enter this JUDGMENT forthwith.

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IT IS SO ORDERED.

At San Francisco, California. The _____ day of October, 2026.

Judge of the Superior Court