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**[EXEMPT FROM FILING FEES -
Pursuant to Government Code
Section 6103]**

9 *[Additional Plaintiffs' Counsel Listed on Signature
Page]*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO
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15 COORDINATION PROCEEDING SPECIAL
16 TITLE [RULE 3.550]

17 **UBER TECHNOLOGIES WAGE AND
18 HOUR CASES**

Case No. CJC-21-005179

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5179

**STIPULATION FOR ENTRY OF FINAL
JUDGMENT; [PROPOSED]
STIPULATED FINAL JUDGMENT;
EXHIBIT A [SETTLEMENT
AGREEMENT]**

1 Plaintiffs (1) the People of the State of California, by and through the California Attorney
2 General, Los Angeles City Attorney, San Diego City Attorney, and San Francisco City Attorney
3 (“THE PEOPLE”); (2) the Labor Commissioner of the State of California (“THE LCO”); and (3)
4 Brandon Olson and Million Seifu in their capacities as Aggrieved Employees under the Private
5 Attorneys General Act of 2004, Labor Code section 2699 *et seq.* (“PAGA PLAINTIFFS”)
6 (collectively, “PLAINTIFFS”), and Defendant Lyft, Inc. (“LYFT”) hereby stipulate as follows:

7 1. PLAINTIFFS and LYFT have executed a settlement agreement (“SETTLEMENT
8 AGREEMENT”) to finally and fully resolve the claims against LYFT, including as alleged in
9 each operative complaint and coordinated in Judicial Council Coordination Proceeding Number
10 5179 (“THE JCCP”), to avoid further expense, delay, and uncertainty of continued litigation.

11 2. PLAINTIFFS and LYFT have agreed to resolve PLAINTIFFS’ claims against LYFT
12 through the entry of a proposed stipulated judgment (“STIPULATED JUDGMENT”)
13 incorporating the SETTLEMENT AGREEMENT among the PLAINTIFFS and LYFT.

14 3. PAGA PLAINTIFFS are contemporaneously moving for approval of the PAGA
15 aspect of the SETTLEMENT AGREEMENT pursuant to California Labor Code section
16 2699(s)(2), to the extent required when the Labor Commissioner is a signatory to a settlement, to
17 resolve PAGA PLAINTIFFS’ claims against LYFT, including as alleged in each operative
18 complaint and coordinated in THE JCCP. PAGA PLAINTIFFS have requested the Court
19 approve resolution of the PAGA PLAINTIFFS’ claims by entering the STIPULATED
20 JUDGMENT.

21 4. PLAINTIFFS and LYFT stipulate to entry of the STIPULATED JUDGMENT in full
22 resolution of PLAINTIFFS’ claims against LYFT in THE JCCP without the taking of proof and
23 without the STIPULATED JUDGMENT constituting evidence of or an admission by LYFT
24 regarding any issue of law or fact alleged by the PLAINTIFFS.

25 5. A true and correct copy of the STIPULATED JUDGMENT, including the
26 incorporated SETTLEMENT AGREEMENT, is attached as **Exhibit 1**.

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6. The STIPULATED JUDGMENT and incorporated SETTLEMENT AGREEMENT does not resolve or impact claims asserted in THE JCCP against any other named defendant in THE JCCP, including but not limited to Defendants Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC, and Portier, LLC.

7. Based on the SETTLEMENT AGREEMENT and STIPULATED JUDGMENT, good cause exists to enter this STIPULATED JUDGMENT and retain jurisdiction to enforce the STIPULATED JUDGMENT, and PLAINTIFFS and LYFT so stipulate.

8. Accordingly, PLAINTIFFS and LYFT request this Court (a) review the PAGA PLAINTIFFS' Motion for Approval of PAGA Settlement and, if it meets the Court's approval; (b) sign the STIPULATED JUDGMENT and enter it as a final judgment of claims asserted against LYFT in THE JCCP pursuant to Code of Civil Procedure section 668; and (c) retain jurisdiction over the STIPULATED JUDGMENT, PLAINTIFFS, and LYFT pursuant to Code of Civil Procedure section 664.6 for the purpose of enabling any party to the STIPULATED JUDGMENT to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this STIPULATED JUDGMENT, for enforcement of compliance herewith, and for the punishment of violations hereof, if any.

[SIGNATURES ON FOLLOWING PAGE]

1 Dated: September 30, 2026

Respectfully submitted,

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5 By: /s/ Mana Barari
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1 Dated: September 30, 2026

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EXHIBIT 1

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO

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16 COORDINATION PROCEEDING SPECIAL
17 TITLE [RULE 3.550]

18 **UBER TECHNOLOGIES WAGE AND**
19 **HOURLY CASES**

Case No. CJC-21-005179

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5179

**[PROPOSED] STIPULATED FINAL
JUDGMENT; EXHIBIT A [SETTLEMENT
AGREEMENT]**

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1 **WHEREAS**, this stipulated judgment (“STIPULATED JUDGMENT”) settles and
2 resolves LYFT’s alleged violations of California law as described in the SETTLEMENT
3 AGREEMENT and each of PLAINTIFFS’ operative complaints for the RELEVANT PERIOD;

4 **NOW, THEREFORE**, having stipulated to entry of this final STIPULATED
5 JUDGMENT, without the taking of proof and without this STIPULATED JUDGMENT
6 constituting evidence of or an admission by any party regarding any issue of law or fact alleged by
7 the PLAINTIFFS; all PARTIES having waived the right to appeal with respect to this
8 STIPULATED JUDGMENT; and the Court having considered the pleadings and good cause
9 appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

10 **I. DEFINITIONS**

11 1. Capitalized terms in this STIPULATED JUDGMENT have the same meaning as in
12 the SETTLEMENT AGREEMENT, which is attached hereto as Exhibit A.

13 **II. JURISDICTION AND VENUE**

14 2. THE PEOPLE filed a complaint against LYFT in San Francisco Superior Court on
15 May 5, 2020 for Injunctive Relief, Restitution, and Penalties, by and through the Attorney
16 General, Los Angeles City Attorney, San Diego City Attorney, and San Francisco City Attorney.
17 (*People of the State of California, et al. v. Uber Technologies, Inc., et al.*, Case No. CGC-20-
18 584402). The Attorney General is the chief law enforcement officer in the State of California and
19 authorized to prosecute violations of California law. (See Cal. Const., art. V, § 13). THE PEOPLE
20 allege it brought its action in the public interest under the laws of the State of California, including
21 Business and Professions Code section 17200, *et seq.* THE PEOPLE filed its operative first
22 amended complaint on June 21, 2022. THE PEOPLE’s action was coordinated into THE JCCP.

23 3. THE LCO filed a complaint against LYFT in Alameda Superior Court on August 5,
24 2020 (*Lilia Garcia-Brower v. Lyft, Inc.*, Case No. RG20070283) for injunctive relief, damages,
25 and penalties, pursuant to its authority to prosecute actions for the recovery of wages and monies
26 owed to employees and the State of California under Labor Code sections 98.3, 226.8, 1194.5, and
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1 others. THE LCO filed its first amended complaint on November 18, 2020, which was lodged in
2 THE JCCP on June 8, 2022.

3 4. PAGA PLAINTIFF OLSON filed a complaint against LYFT in San Francisco
4 Superior Court on May 25, 2018 (*Olson v. Lyft, Inc.*, Case No. CGC-18-566788), which was
5 coordinated into THE JCCP. OLSON filed his operative third amended complaint against LYFT
6 on September 12, 2022.

7 5. PAGA PLAINTIFF SEIFU filed a complaint against LYFT in Los Angeles
8 Superior Court on July 5, 2018 (*Seifu v. Lyft, Inc.*, Case No. BC712959). SEIFU filed his operative
9 third amended complaint against LYFT on October 11, 2019, which was coordinated into THE
10 JCCP.

11 6. PLAINTIFFS are not seeking injunctive relief against LYFT in THE JCCP.

12 7. This Court has jurisdiction to enter this STIPULATED JUDGMENT. This Court
13 has jurisdiction over PLAINTIFFS' claims against LYFT in THE JCCP and THE PARTIES to
14 this STIPULATED JUDGMENT. Venue is proper in San Francisco Superior Court.

15 8. This STIPULATED JUDGMENT does not apply to any claims against JCCP
16 Defendants Uber Technologies Inc., Rasier, LLC, Rasier-CA, LLC, and Portier, LLC.

17 **III. APPLICABILITY AND ENFORCEMENT**

18 9. THE PARTIES have executed a SETTLEMENT AGREEMENT attached as
19 Exhibit A, to finally and fully resolve the claims alleged in THE JCCP against LYFT, to avoid
20 further expense, delay, and uncertainty of continued litigation.

21 10. The SETTLEMENT AGREEMENT is hereby incorporated by reference as if set
22 forth fully herein. THE PARTIES intend through this incorporation to make the terms of the
23 SETTLEMENT AGREEMENT fully enforceable via this STIPULATED JUDGMENT.

24 11. Unless otherwise stated, all obligations imposed upon LYFT by the terms of this
25 STIPULATED JUDGMENT are ordered pursuant to Business and Professions Code section
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1 17200, *et seq.* The Court shall enforce the terms of the SETTLEMENT AGREEMENT as stated
2 therein.

3 12. Nothing in this STIPULATED JUDGMENT, or in the SETTLEMENT
4 AGREEMENT, shall create or give rise to a private right of action of any kind or create any right
5 in a non-party to enforce any aspect of this STIPULATED JUDGMENT or the SETTLEMENT
6 AGREEMENT or claim any legal or equitable injury for a violation of this STIPULATED
7 JUDGMENT or the SETTLEMENT AGREEMENT. The exclusive right to enforce any violation
8 or breach of this STIPULATED JUDGMENT by LYFT shall be with the PLAINTIFFS, at their
9 discretion, and the Court.

10 13. This STIPULATED JUDGMENT shall be deemed entered for purposes of Code of
11 Civil Procedure section 668 when signed by the Court.

12 14. This STIPULATED JUDGMENT may only be modified by (a) a stipulation of
13 THE PARTIES approved by the Court; or (b) court proceedings resulting in a modified judgment
14 entered by the Court.

15 15. As agreed by THE PARTIES, the Court retains jurisdiction over this
16 STIPULATED JUDGMENT and THE PARTIES pursuant to Code of Civil Procedure section
17 664.6 for the purpose of enabling any party to the STIPULATED JUDGMENT to apply to the
18 Court at any time for such further orders and directions as may be necessary or appropriate for the
19 construction or carrying out of this STIPULATED JUDGMENT, for enforcement of compliance
20 herewith, and for the punishment of violations hereof, if any.

21 16. By resolving the claims brought by the PLAINTIFFS and providing monies to
22 drivers and THE PEOPLE for alleged legal violations, including alleged misclassification of
23 drivers, this STIPULATED JUDGMENT is in the public interest.

24 17. Good cause exists to enter this STIPULATED JUDGMENT and to retain
25 jurisdiction to enforce these and other obligations undertaken by LYFT to resolve the claims in
26 THE JCCP.

1 18. Pursuant to Business and Professions Code section 17206 and Government Code
2 section 26506, the civil penalties described in the SETTLEMENT AGREEMENT shall be equally
3 divided between the California Attorney General, the San Francisco City Attorney, the Los
4 Angeles City Attorney, and the San Diego City Attorney.

5 **IV. MISCELLANEOUS PROVISIONS**

6 19. With the exception of the releases described in the SETTLEMENT AGREEMENT,
7 nothing in this STIPULATED JUDGMENT shall be construed as relieving LYFT of the
8 obligation to comply with all local, state, and federal laws, regulations, or rules, or granting LYFT
9 permission to engage in any acts or practices prohibited by such laws, regulations, or rules.
10 Moreover, nothing in this STIPULATED JUDGMENT shall excuse LYFT from meeting any
11 more stringent requirements which may be imposed hereinafter by any changes in applicable law
12 and/or legally binding legislation, regulations, ordinances, and/or permits.

13 20. Nothing in this STIPULATED JUDGMENT is intended to legislate new law or
14 limit LYFT's defenses under subsequently enacted law.

15 **V. FINAL DISPOSITION**

16 21. The STIPULATED JUDGMENT and incorporated SETTLEMENT
17 AGREEMENT are hereby approved in all respects, including without limitation for purposes of
18 California Labor Code § 2699(s)(2).

19 22. No notice of entry of judgment is required to be served on any PARTY.

20 23. Each party to this STIPULATED JUDGMENT waives all rights to appeal this
21 STIPULATED JUDGMENT.

22 24. This judgment is deemed to be entered by the clerk when signed by the Court.

23 **IT IS SO ORDERED AND ADJUDGED.**

24 DATED:

25 _____
26 Honorable Ethan P. Schulman
27 Judge of the Superior Court
28

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between the People of the State of California, represented by the California Attorney General, the Los Angeles City Attorney, the San Diego City Attorney, and the San Francisco City Attorney; the Labor Commissioner for the State of California, as Chief of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California; Plaintiff Brandon Olson, on behalf of the State of California and Aggrieved Employees and Plaintiff Million Seifu, on behalf of the State of California and Aggrieved Employees, on the one hand (“Plaintiffs”), and Defendant Lyft, Inc., on the other (collectively the “Parties”).

RECITALS

This Agreement is made in consideration of the following facts:

WHEREAS, on May 5, 2020, the People of the State of California, by and through the Attorney General of the State of California, the Los Angeles City Attorney, the San Diego City Attorney, and the San Francisco City Attorney, (the “People”) brought an action against Lyft, Inc. (“Lyft”) in the Superior Court of the State of California, County of San Francisco, Case No. CGC-20-584402 (the “People Action”);

WHEREAS, on August 5, 2020, Lilia García-Brower, in her official capacity as Labor Commissioner for the State of California, as Chief of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California (the “LCO”), brought an action against Lyft in the Superior Court of the State of California, County of Alameda, Case No. RG20070283 (the “LCO Action”);

WHEREAS on May 25, 2018, plaintiff Brandon Olson brought an action against Lyft in the Superior Court for the State of California, County of San Francisco, Case No. CGC-18-566788 (the “Olson Action”);

WHEREAS, on July 5, 2018, plaintiff Million Seifu brought an action against Lyft in the Superior Court for the State of California, County of Los Angeles, Case No. BC712959 (the “Seifu Action”);

WHEREAS, the People Action, the LCO Action, the Olson Action, and the Seifu Action each generally allege that Lyft misclassified drivers who used the Lyft platform as independent contractors instead of providing them with the pay and benefits to which they were entitled as employees under California law;

WHEREAS, the People Action, the LCO Action, the Olson Action, and the Seifu Action were coordinated before San Francisco Superior Court Judge Ethan P. Schulman in Judicial Council Coordination Proceeding matter number CJC-21-005179 (the “JCCP”);

WHEREAS, after extensive arms-length negotiations, with the assistance of multiple mediators, the Parties have agreed to settle without further adjudication the claims brought against Lyft in

the JCCP, including the People Action, the LCO Action, the Olson Action, and the Seifu Action, for alleged unlawful conduct prior to December 16, 2020, which is the effective date of Proposition 22 (Bus. & Prof. Code §§ 7448–7467, as added by Proposition 22, approved by the voters at Gen. Elec. (Nov. 3, 2020));

WHEREAS, the Parties have agreed to settle the claims without admissions of fact or law of wrongdoing, misconduct, or illegal acts by Lyft, or of any facts alleged in the JCCP;

NOW, THEREFORE, in exchange for the mutual obligations described below, the Parties hereby enter into this Agreement, which provides as follows:

AGREEMENT

Definitions

The Parties intend for this section to contain the definitions used in this Agreement for ease of reference. Any minute differences between the definitions here and where they appear elsewhere in the Agreement are not intended to be material. Refer to Paragraph 36 regarding the interpretation of this Agreement.

- A. **Agreement** refers to this longform settlement agreement between the Parties.
- B. **Berman Claimants** refers to the subset of Covered Drivers who had pending wage claims filed with the LCO against Lyft at the time the LCO Action was filed.
- C. **Covered Drivers** refers to drivers who provided at least one ride that started or ended in California using the Lyft platform between April 5, 2016 through December 15, 2020.
- D. **Driver Compensation Fund** refers to the Gross Fund minus (1) the UCL Penalty Amount, (2) the PAGA Plaintiff Service Awards, (3) the PAGA Attorneys' Fees, and (4) the Potential Settlement Administration Cost Overruns, plus (5) interest payments, if any, made by Lyft after the first year (see Paragraph 3(c)), and (6) interest accrued on the funds held in the Settlement Account after the time Lyft deposits money into that account.
- E. **Effective Date** refers to the date the Court enters the Stipulated Judgment and thereby resolves or dismisses all of the claims against Lyft brought in the People's Action, the LCO Action, the Olson Action, and the Seifu Action.
- F. **Eligible Drivers** refers to Covered Drivers who are eligible to receive payment from this Agreement because they satisfy a minimum number of hours based on total P2 and P3 hours of driving using the Lyft platform in California during the Relevant Period, to be determined by the People and LCO after Lyft provides the data in Paragraph 8, or because they are Berman Claimants.
- G. **Gross Fund** refers to the principal amount of \$272,500,000 that Lyft is required to pay under the Agreement.

- H. **Initial Hold Period** refers to either 60 days after the Effective Date or, in the event that any appeal of the Stipulated Judgment or Agreement is taken on or before the 60-day period expires (“Appeal”), until such Appeal is completed and the time for further appeals has expired. During this period, payments made by Lyft to the Settlement Account shall remain in escrow, accruing interest, and after this period of time expires, the Settlement Administrator shall begin issuing payments when directed by Plaintiffs.
- I. **The JCCP** refers to *Uber Technologies Wage and Hour Cases*, JCCP No. 5179 (San Francisco Superior Court), into which the People’s Action, the LCO Action, the Olson Action, and the Seifu Action were coordinated.
- J. **The LCO** refers to the Labor Commissioner of the State of California, as Chief of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California.
- K. **The LCO Action** refers to the complaint filed by the LCO against Lyft on August 5, 2020, and first amended complaint filed on November 18, 2020, which were coordinated into the JCCP on September 16, 2021 and lodged in the JCCP on June 8, 2022.
- L. **Lyft** refers to Defendant Lyft, Inc.
- M. **Olson** refers to Private Attorneys General Act (“PAGA”) Plaintiff Brandon Olson.
- N. **The Olson Action** refers to the case filed against Lyft by Olson on May 25, 2018 and coordinated into the JCCP, in which the operative third amended complaint was filed against Lyft by Olson on September 12, 2022.
- O. **The Outstanding Judgment Amount** refers to the entire Gross Fund, less any amounts already paid by Lyft, plus any unpaid settlement administration costs owed by Lyft pursuant to Paragraph 5, which becomes immediately due and payable in full to Plaintiffs if both (a) the Effective Date has passed and (b) Lyft has breached this Agreement as described in Paragraphs 19, 25, and/or 28.
- P. **P2 Time** refers to the time between when a driver using the Lyft platform commenced driving to pick up a rider after accepting a rider’s requested trip in the Lyft app and the driver reaching the rider’s requested pick-up destination and waiting for the rider before starting the trip with the rider in the vehicle.
- Q. **P3 Time** refers to the time a driver using the Lyft platform spent transporting a rider until the trip is completed.
- R. **PAGA Attorneys’ Fees** refers to \$14,987,500, representing 5.5% of the Gross Fund, payable as PAGA Plaintiffs’ attorneys’ fees and costs.
- S. **PAGA Plaintiffs** refers to Olson and Seifu, together.

- T. **The Parties** refers to Plaintiffs the People, the LCO, Olson, and Seifu, and Defendant Lyft, together.
- U. **The People** refers to Plaintiff the People of the State of California, by and through the California Attorney General, Los Angeles City Attorney, San Diego City Attorney, and San Francisco City Attorney.
- V. **The People's Action** refers to the People's Complaint for Injunctive Relief, Restitution, and Penalties, filed May 5, 2020, and First Amended and Supplemental Complaint for Injunctive Relief, Restitution, and Penalties, filed June 21, 2022, which are coordinated into the JCCP and cover the entire Relevant Period, as against Lyft.
- W. **Potential Settlement Administration Cost Overruns** refers to any payments out of the Settlement Account required by Paragraph 5(b) and (c).
- X. **Prop 22** refers to Proposition 22, California Business and Professions Code section 7448 *et seq.*, approved by California voters in the November 3, 2020 election, which went into effect on December 16, 2020.
- Y. **Relevant Period** refers to April 5, 2016 through December 15, 2020.
- Z. **Seifu** refers to PAGA Plaintiff Million Seifu.
- AA. **The Seifu Action** refers to the case filed against Lyft by Seifu in Los Angeles Superior Court, Case Number BC712959, on July 5, 2018, which is coordinated into the JCCP, and in which the operative complaint is the third amended complaint filed October 11, 2019. Seifu served notices of his PAGA claims on Lyft and the Labor and Workforce Development Agency on April 30, 2018.
- BB. **Settlement Account** refers to the interest-bearing Qualified Settlement Fund account managed by the Settlement Administrator, into which Lyft shall make the payments detailed in Paragraph 3.
- CC. **Settlement Administrator** refers to the third-party settlement administrator selected jointly by the Parties to maintain the Settlement Account in a Qualified Settlement Fund and administer payments as outlined in this Agreement.
- DD. **Stipulated Judgment** refers to the separate stipulated judgment that incorporates the terms of this Agreement and ensures the Agreement is enforceable as a judgment, which all Parties shall jointly submit for entry by the San Francisco Superior Court.
- EE. **UCL Penalty Amount** refers to \$20,437,500, representing 7.5% of the Gross Fund, allocated to the People as civil penalties under California Business and Professions Code section 17206.

Stipulated Judgment and Settlement Approval

1. Stipulated Judgment and Settlement Approval. The Parties will cooperate in good faith to obtain entry of the Stipulated Judgment. The Parties further agree to fully cooperate in the drafting, execution, and/or filing of any court pleadings or other documents reasonably necessary to allow the Parties to submit to Judge Ethan P. Schulman, or his successor in San Francisco Superior Court, by September 30, 2026, the Stipulated Judgment and a separate concurrently filed motion by Olson and Seifu to approve this settlement, or any other documents requested by the Court for approval. The Parties may continue that deadline by written agreement submitted confidentially to the Court. The Parties further agree to take all necessary steps to ensure, to the extent practicable, that the Stipulated Judgment and any other orders by the Court are reflected on the dockets of each of the originally filed cases that have now been coordinated in the JCCP such that those cases are dismissed and closed.
 - a. Because the cases settled by this Agreement include PAGA claims that may require Court approval to settle, PAGA Plaintiffs will file a motion for approval pursuant to the requirements of PAGA, to the extent required when the Labor Commissioner is a signatory. Court approval of the settlement of the PAGA claims will be obtained by the Court entering the Stipulated Judgment. If Court approval of this Agreement or the Stipulated Judgment is not given, this entire Agreement shall automatically be deemed null and void ab initio, shall be of no force or effect whatsoever, and shall not be used in any proceeding.

Monetary Terms

2. Monetary Settlement. This is a common fund non-reversionary settlement. As provided below, and in exchange for the releases, obligations, and promises set forth in this Agreement, Lyft shall pay \$272,500,000, plus interest as provided in Paragraph 3(c), to an interest-bearing Qualified Settlement Fund managed by the Settlement Administrator (the "Settlement Account"), pursuant to an agreement between Plaintiffs and the Settlement Administrator. The Settlement Account shall be used to pay, without limitation, Eligible Driver awards, the UCL Penalty Amount, PAGA Attorneys' Fees, PAGA Plaintiff Service Awards, and all other costs and expenses relating to the Agreement, except for certain settlement administration costs, which are provided for in Paragraph 5, and except for the costs of any future disputes about this Agreement, which are provided for in Paragraph 19. Under no circumstances shall Lyft be required to pay more than the Gross Fund combined with the interest provided for in Paragraph 3(c) and the costs of settlement administration set forth in Paragraph 5, except to the extent the Court orders that Lyft pay reasonable attorneys' fees and costs as a result of a motion to enforce this Agreement as set forth in Paragraph 17 below.
3. Payment Schedule. Lyft shall make payments to the Settlement Account as follows:
 - a. Lyft shall pay \$120,000,000 total within the first year after the Effective Date via five installment payments, due on the following schedule:
 - i. Lyft shall pay \$30,000,000 within 14 days after the Effective Date;

- ii. Lyft shall pay \$30,000,000 within 90 days after the first payment is due;
- iii. Lyft shall pay \$20,000,000 within 180 days after the first payment is due;
- iv. Lyft shall pay \$20,000,000 within 270 days after the first payment is due; and
- v. Lyft shall pay \$20,000,000 within 360 days after the first payment is due.

Lyft will owe no interest during this one-year period, though the Settlement Account will accrue interest.

- b. After the first year, during the following three years, Lyft shall pay an additional \$152,500,000 to the Settlement Account, and can do so in scheduled installment payments to be paid no later than as set forth in Schedule A. The first installment shall be due on the latter of March 31, 2028, 455 days after the first payment set forth in Paragraph 3(a) is due, or another date mutually agreed to by the Parties. Further installment payments shall be due quarterly thereafter. Lyft shall make a minimum principal payment of at least \$12,708,333.33 each quarter for twelve consecutive quarters. At its sole discretion and without penalty, Lyft may accelerate these installment payments.
- c. Following the one-year period described above in Paragraph 3(a), each of the installment payments toward the \$152,500,000 balance shall be accompanied by an interest payment equal to 5% simple interest calculated on the outstanding principal balance (1.25% per quarter). As an example, this chart (Schedule A) lists the interest payments due should Lyft choose to pay the balance in 12 equal quarterly principal installments at each quarterly deadline:

Schedule A

Quarter	Beginning balance	Principal payment	Interest payment (1.25%)	Total payment
2028 Q1	\$152,500,000.00	\$12,708,333.33	\$1,906,250.00	\$14,614,583.33
2028 Q2	\$139,791,666.67	\$12,708,333.33	\$1,747,395.83	\$14,455,729.17
2028 Q3	\$127,083,333.33	\$12,708,333.33	\$1,588,541.67	\$14,296,875.00
2028 Q4	\$114,375,000.01	\$12,708,333.33	\$1,429,687.50	\$14,138,020.83
2029 Q1	\$101,666,666.67	\$12,708,333.33	\$1,270,833.33	\$13,979,166.67
2029 Q2	\$88,958,333.33	\$12,708,333.33	\$1,111,979.17	\$13,820,312.50
2029 Q3	\$76,250,000.02	\$12,708,333.33	\$953,125.00	\$13,661,458.33
2029 Q4	\$63,541,666.69	\$12,708,333.33	\$794,270.83	\$13,502,604.17
2030 Q1	\$50,833,333.33	\$12,708,333.33	\$635,416.67	\$13,343,750.00
2030 Q2	\$38,125,000.00	\$12,708,333.33	\$476,562.50	\$13,184,895.83
2030 Q3	\$25,416,666.67	\$12,708,333.33	\$317,708.33	\$13,026,041.67
2030 Q4	\$12,708,333.33	\$12,708,333.33	\$158,854.17	\$12,867,187.50

- d. Lyft shall send the payments as set forth herein to the Settlement Account via wire or ACH into an escrow account managed by the Settlement Administrator pursuant to an escrow agreement agreed to by the Parties and the Settlement Administrator. Plaintiffs agree to provide Lyft with any of Plaintiffs' W-9 forms necessary to effectuate this payment. The funding obligations set forth in this Paragraph 3 shall be effective and mandatory following the Effective Date, regardless of any appeal of the Stipulated Judgment or dismissals in the case or other post-judgment challenges. However, any funds paid shall remain in escrow, accruing interest, during the Initial Hold Period.
4. Division of Settlement Account. The Settlement Account shall be divided as follows, and each such amount shall be paid by the Settlement Administrator out of the Settlement Account at the time and in the manner directed by Plaintiffs:
 - a. UCL Penalty Amount. \$20,437,500, representing 7.5% of the Gross Fund, shall be set aside for payment to the People as civil penalties under California Business and Professions Code section 17206 (the UCL Penalty Amount). The UCL Penalty Amount shall be divided into four equal payments to each of the four government entities representing the People, based on the payment instructions provided by counsel for the People.
 - b. PAGA Attorneys' Fees. \$14,987,500, representing 5.5% of the Gross Fund, shall be set aside for the PAGA Plaintiffs attorneys' fees and costs (the PAGA Attorneys' Fees). The PAGA Attorneys' Fees amount does not include service awards or Driver Compensation Fund payments for Olson or Seifu, which are provided for elsewhere in this Agreement. Payments of PAGA Attorneys' Fees from the Settlement Account to the attorneys representing Olson and Seifu shall be made in proportion to the payments made by Lyft within ten (10) calendar days of Lyft's payments into the Settlement Account, after expiration of the Initial Hold Period.
 - c. PAGA Plaintiff Service Awards. In addition to their payments from the Driver Compensation Fund, Olson and Seifu shall request approval by the Court for service awards of up to \$20,000 each. Should the Court award these PAGA Plaintiff service awards, the awards shall be paid to PAGA Plaintiffs out of the Settlement Account following Lyft's first installment payment.
 - d. Driver Compensation Fund. The remainder of the Settlement Account shall be the Driver Compensation Fund, which shall be used for payments to Eligible Drivers according to the plan of allocation in Paragraph 10.
5. Costs of Settlement Administration. The costs associated with administration of the settlement shall be paid as follows:
 - a. In addition to the amounts Lyft must pay to the Settlement Account (as specified in Paragraph 3), Lyft shall pay up to \$1,250,000 to cover the costs of the Settlement Administrator to fully implement this Agreement;

- b. Any settlement administration costs exceeding \$1,250,000 but less than \$1,750,000 shall be split between Lyft and the Settlement Account, with each paying 50% of the additional costs;
 - c. Any settlement administration costs exceeding \$1,750,000 shall be paid out of the Settlement Account. Together, any payments required by subparagraphs (b) and (c) out of the Settlement Account are “Potential Settlement Administration Cost Overruns.”
 - d. The Settlement Administrator shall report on at least a quarterly basis to Plaintiffs and Lyft regarding its implementation of this Agreement and its ongoing costs. The Settlement Administrator shall also, on at least a quarterly basis, provide a list of the unique IDs for Eligible Drivers who have received payments and the amounts of those payments. Plaintiffs will endeavor to include the following provisions in the agreement with the Settlement Administrator: The Settlement Administrator has estimated costs of administration at approximately \$970,400.00. If the Settlement Administrator at any point believes that these costs will exceed 110% of that amount, it will immediately notify Plaintiffs and Lyft. If the Settlement Administrator wishes to be paid an amount above 110% of the estimated costs, the Parties may request approval of such costs from the Court or seek guidance from the Court regarding the Settlement Administrator’s request. In no event, however, shall Lyft have any responsibility to pay any settlement administration costs other than as specified in Paragraphs 5(a) and (b) above.
 - e. Any disputes between Plaintiffs and the Settlement Administrator regarding its administration costs shall not affect the settlement and releases herein or Lyft’s obligations under the terms of this Agreement.
6. Unclaimed funds. The Settlement Administrator shall notify Plaintiffs’ counsel of any unclaimed funds following attempted payments to Eligible Drivers. If, after multiple reasonable attempts, Plaintiffs and the Settlement Administrator are unable to successfully deliver any remaining amount from the Driver Compensation Fund to Eligible Drivers, such amount, if any, shall revert to the Settlement Account to be distributed at the People’s and the LCO’s discretion.

Settlement Administration

7. Settlement Administrator. The Settlement Account shall be administered by the Settlement Administrator. Plaintiffs, with agreement from Lyft, have selected Angeion Group as the Settlement Administrator. Plaintiffs shall endeavor to enter into a contract with the Settlement Administrator that incorporates the terms of this Agreement that apply to the Settlement Administrator and limits the Settlement Administrator’s costs for administering this Agreement to \$1,250,000. To streamline communications, promote administrability, and provide a continuous point person, the Settlement Administrator shall take direction from the People’s counsel, after consultation and agreement with the LCO and PAGA Plaintiffs.

8. Covered Driver Information. Within 75 days of August 12, 2026, or a longer period if mutually agreed to by the Parties, Lyft will provide to the Settlement Administrator the following data for all Covered Drivers to the extent available in its system and subject to the Confidentiality Agreement in Paragraph 13 below: a unique driver ID, last known name, Social Security number (to the extent known), last known mailing address, last known email address, and last known cell phone number. At the same time, Lyft will also provide the Settlement Administrator with each Covered Driver's weekly P2 and P3 hours and miles for California during the Relevant Period. Lyft represents that it has taken good faith measures to ensure that the information identified in this Paragraph, which Lyft has compiled and will provide to the Settlement Administrator, is complete and accurate. After providing such data, to the extent that the Settlement Administrator is unable to locate specific Eligible Drivers, Lyft will cooperate with Plaintiffs and the Settlement Administrator to undertake reasonable efforts to provide the Settlement Administrator with additional contact information for such individuals, if reasonably available to Lyft.
9. Timing of Allocation. Payments made to the Settlement Account shall remain in the Qualified Settlement Fund, accruing interest, during the Initial Hold Period. After the Initial Hold Period, the Settlement Administrator shall begin issuing payments when directed by Plaintiffs.
10. Plan of Allocation. Payments from the Driver Compensation Fund shall be allocated as follows:
 - a. \$5,450,000 (representing 2% of the Gross Fund) shall be distributed to Berman Claimants in amounts determined by the LCO.
 - b. The remainder of the Driver Compensation Fund shall be distributed as follows: Non-Berman Claimant Eligible Drivers shall receive a share proportional to their total P2 and P3 miles driven during the Relevant Period. Eligible Drivers who are also Berman Claimants shall receive a share proportional to twice their total P2 and P3 miles driven during the Relevant Period.
 - c. The People and LCO shall retain sole discretion to determine the payment schedule for distribution(s) to Eligible Drivers, taking into consideration, among other things, the cost of administering payments. If the People and LCO determine a payment schedule with more than one distribution to Eligible Drivers, the distribution to Berman Claimants in Paragraph 10(a) will be included in the first distribution.
11. Communications with Covered Drivers.
 - a. Notice to Drivers. The Settlement Administrator shall send Covered Drivers or Eligible Drivers (as will be mutually agreed by the Parties) a mutually agreed-upon notice of settlement at the time and in the manner directed by Plaintiffs. The Settlement Administrator shall send additional notices to drivers as necessary at the direction of Plaintiffs, although any such additional notices shall discuss this Agreement in substantially similar language as mutually agreed upon by the Parties.

- b. Website. The Settlement Administrator shall establish a website, approved by Plaintiffs' counsel and based on the language mutually approved pursuant to Paragraph 11(a), that provides information regarding the Stipulated Judgment and Agreement, the distribution of settlement payments to Eligible Drivers, and a means by which Eligible Drivers may update their contact information or provide any information needed for payment. The website shall include a means by which drivers who have used the Lyft platform may check their eligibility for a payment.
 - c. Call Center. The Settlement Administrator shall establish an email address, monitored daily by the Settlement Administrator, and call center staffed by knowledgeable human beings, operating during normal business hours, for responding to information requests from drivers about this settlement. The call center shall provide language access to drivers calling in languages other than English.
12. Skip Tracing. The Settlement Administrator, consistent with the budget described in Paragraph 5, shall attempt to obtain accurate contact information where notices to Eligible Drivers are undeliverable or funds distributed to Eligible Drivers are not claimed within a reasonable time period. The Settlement Administrator shall conduct database searches and make additional attempts to provide notice and/or distribute unclaimed funds to Eligible Drivers. If the Settlement Administrator deems further efforts to be futile, it will notify Plaintiffs and describe efforts to locate the Eligible Driver.
13. Confidentiality. The Settlement Administrator shall enter into a reasonable agreement with Lyft regarding confidentiality and privacy terms that is acceptable to Lyft before being provided any Lyft data necessary to implement the settlement, including but not limited to the Covered Driver Information listed in Paragraph 8. Once such an agreement is entered into, Lyft shall not unreasonably withhold its consent to provide the Settlement Administrator with driver contact information as set forth in Paragraph 8 above.

Releases

14. Releases. Upon deposit into the Settlement Account of Lyft's first payment, identified in Paragraph 3(a)(i), Plaintiffs' Releases described below will become effective, and shall not be subject to modification except as provided in Paragraph 28, below:
- a. People's release: The People will release Lyft from all claims that are or could have been asserted by the People in the People Action, based upon the alleged misclassification of Covered Drivers or other alleged misclassification-based violations of labor laws by Lyft as alleged in the People's First Amended Complaint, from April 5, 2016 through December 15, 2020, including but not limited to alleged violations of the unfair competition law (Bus. & Prof. Code §§ 17200 *et seq.*) and Labor Code § 2786.
 - b. LCO's release: LCO will release Lyft from all Labor Code claims that are asserted by the LCO in the LCO Action, or that could have been asserted by the LCO in the LCO Action, based upon the alleged misclassification of drivers or other alleged violations of labor laws by Lyft, on the facts stated in the LCO's operative complaint, from

- April 5, 2017 through December 15, 2020. LCO agrees not to assert jurisdiction over wage claims filed by Drivers against Lyft that predate December 16, 2020 or include factual allegations involving time periods predating December 16, 2020, in any forum, including through the *Berman* administrative process (Lab. Code, § 98.3), through an investigation or citation based on the facts or theories alleged in a Private Attorneys General Act notice (Lab. Code, § 2699.3), or a filing with any court. The Labor Commissioner is releasing her rights and not the individual rights of any third-party workers.
- c. PAGA Plaintiffs' release: PAGA Plaintiffs, on behalf of the State of California and all Covered Drivers, will release PAGA claims premised on each Labor Code violation listed in each of the PAGA notices for each of the cases coordinated in the JCCP, as well as claims that could have been asserted based on the facts alleged in the operative complaints in each of the cases coordinated in the JCCP, based upon the alleged misclassification of drivers or other alleged violations of labor laws by Lyft, from April 30, 2017 through December 15, 2020.
 - d. For the avoidance of doubt, the above releases mean that Plaintiffs agree not to seek any further relief (including penalties or injunctive relief), for the period from April 5, 2016 through December 15, 2020, relating to the matters, including alleged violations, that are, or could have been, asserted based on the alleged misclassification of drivers or other alleged violations of labor laws alleged in the operative complaints of each Plaintiff, whether through amendment of their complaints or otherwise. The scope of this prohibition is perfectly coextensive with the scope of the releases set forth in subparagraphs a-c above, other than as to differences in time periods.
 - e. For the avoidance of doubt, this Agreement does not apply to or release any claim or allegation made in the JCCP against any of the Uber defendants, including: Uber Technologies, Inc.; Portier, LLC; Rasier, LLC; Raiser-CA LLC; Uber USA, LLC; and/or Xchange Leasing, LLC.
15. Reservation of Rights. With the exception of the releases set forth in Paragraph 14, nothing in this Agreement shall be construed to limit the authority or ability of the People or the LCO to assert and exercise the rights and authority afforded to them by law, and the right to protect the interests of the State of California or the People of the State of California. This Agreement shall not bar the People or the LCO from investigating and enforcing laws, regulations, or rules against Lyft for conduct not covered by the releases in Paragraph 14.
16. With the exception of the releases set forth in Paragraph 14, nothing in this Agreement shall relieve Lyft of other obligations imposed by any applicable state, federal, or local law or regulation or other applicable law.

Dispute Resolution and Enforcement

17. Dispute Resolution. Except for a dispute regarding nonpayment by Lyft, which is addressed below in Paragraphs 18-19, any dispute as to the terms of the Agreement shall be discussed

informally by the Parties with the aim of complete resolution. If those efforts are unsuccessful, the dispute may be mediated with the assistance of mediator Judge Layn Phillips at the sole expense of the party initiating the mediation. If those efforts are unsuccessful or a party does not initiate mediation, either Party may submit the matter to the honorable Ethan P. Schulman or, if he is not available, another judge of the San Francisco Superior Court, which will retain jurisdiction to enforce the Agreement under California Code of Civil Procedure section 664.6. The prevailing party or parties to any motion to enforce the Agreement shall be entitled to reasonable attorneys' fees and costs.

18. 14-Day Notice and Cure Period for Overdue Payments. For each payment required by Paragraphs 3 and 5 (all Settlement Account payments and payments for settlement administration), Lyft agrees to provide a written notice and a payment remittance advice to Plaintiffs, sent by email no later than three business days after the payment is made, confirming that Lyft made the required payment in full and on time. In the event that Lyft fails to make a payment required in Paragraphs 3 and 5 or in the event Lyft fails to provide notice to Plaintiffs that it made the required payment in full by the due date, Plaintiffs will provide written notice to Lyft of the overdue payment ("Overdue Payment Notice") as set forth below in Paragraph 29. Lyft shall have 14 days from the Overdue Payment Notice to cure the breach. This notice and cure period shall not apply in the event that Lyft enters into bankruptcy proceedings, which shall be deemed an immediate breach and shall invoke the application of Paragraphs 19 and 28, below. Lyft shall be able to utilize this cure provision as a matter of right three times only. On any subsequent failure to make a payment required under this Agreement, Plaintiffs may allow a similar cure period at their discretion only. If Plaintiffs do not allow a subsequent cure, they shall provide written notice to Lyft that the remaining balance is due and payable immediately and the judgment shall be fully enforceable utilizing the collection provisions of California law.
19. Enforcement After Overdue Payment. If Lyft fails to cure within 14 days of an Overdue Payment Notice, or in the event of bankruptcy proceedings (at Plaintiffs' election as set forth in Paragraph 28(b)), the Outstanding Judgment Amount shall become immediately due and payable in full to Plaintiffs and Plaintiffs may, collectively or individually, enforce this Agreement and/or the Stipulated Judgment to obtain the Outstanding Judgment Amount, plus attorneys' fees and costs incurred as a result of enforcing the terms of this Agreement and/or the Stipulated Judgment.
20. Any failure or delay by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

Tax Provisions

21. The payments received by Eligible Drivers will be considered non-wages for which the Settlement Administrator shall issue IRS Form 1099s, to the extent required by law. Plaintiffs and Eligible Drivers will be responsible for paying any and all applicable taxes owed arising from payments received pursuant to the Settlement Agreement. Plaintiffs will

not seek additional amounts from Lyft related to any taxes owed arising from payments made under the Settlement Agreement, and Lyft shall have no responsibility for any taxes owed by Eligible Drivers or Plaintiffs arising from payments received pursuant to the Settlement Agreement. Lyft agrees to furnish all tax-related information reasonably available to it that is necessary to the Settlement Administrator, including taxpayer identification numbers for Eligible Drivers (to the extent known), pursuant to the confidentiality agreement described in Paragraph 13.

22. Plaintiffs hereby notify Lyft, and Lyft acknowledges, that applicable law requires Lyft to furnish Lyft's federal taxpayer identification number(s) to Plaintiffs for inclusion on IRS Form 1098-F and that Lyft may be subject to a penalty for failure to furnish its taxpayer identification number(s). Lyft agrees to furnish such number by providing Plaintiffs with a completed IRS Form W-9, Request for Taxpayer Identification Number and Certification. Lyft further agrees to provide such other reasonably available tax-related information of Lyft as may be requested by Plaintiffs to enable Plaintiffs to comply with any tax-related reporting requirements for payments made pursuant to this Agreement that are imposed by applicable law.
23. For purposes of any obligations or rights of the Parties that arise from the making of payments under this Agreement, including any IRS reporting requirements of the Plaintiffs, the amounts due to be paid under this Agreement are hereby identified as follows: \$20,437,500 (the UCL Penalty Amount) for the alleged violation, investigation, or inquiry into the potential violation of a law, and at least \$237,031,500 (equal to the amount of the Driver Compensation Fund) for restitution or remediation, in the form of business expense reimbursements. The Plaintiffs make no representation or warranty as to any tax consequences of the amounts to be paid under this Agreement and Lyft is responsible for any implications on its own tax liability arising from the terms of this Agreement.

Succession, Transfers, and Bankruptcy

24. All terms and conditions of this Agreement shall continue in full force and effect on any successor, assignee, or transferee of all or substantially all of the assets and equity interests of Lyft. Lyft shall include in any such successor, assignment or transfer agreement a provision that has the effect of binding the successor, assignee or transferee to the terms of the Agreement. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Plaintiffs except that this provision does not apply after Lyft has paid all the amounts required by Paragraphs 3 and 5.
25. Lyft shall not in a single transaction, or a series of related transactions, in each case occurring after the Effective Date: (a) sell or transfer assets having a fair market value equal to fifty percent (50%) or more of the consolidated assets of Lyft, as determined by the most recent financial statements filed by Lyft with the SEC on the date of such sale or transfer (other than (i) sales or transfers of inventories, or (ii) sales or transfers to an entity owned directly or indirectly by Lyft) (such sale or transfer, a "Material Disposition"), (b) undertake a Material Disposition that is not for fair consideration in the sole discretion of Lyft's board of directors, or (c) sell or transfer assets in a single transaction or a series of related transactions (other

than sales or transfers of inventories) that would reasonably be expected to prevent Lyft from being able to make the remaining payments under this Agreement following the close of such sale or transfer transaction (such sale or transfer transaction, a “Material Transaction”), unless in the case of a Material Disposition or a Material Transaction, (i) Lyft obtains the acquiror’s agreement that it will be either a guarantor of or be directly responsible for the percentage of Lyft’s remaining payment obligations under this Agreement equal to the percentage of Lyft’s consolidated assets being sold or transferred in such Material Transaction (as reasonably determined by Lyft) (such percentage of the remaining payment obligations, the “Applicable Percentage Amount”) or (ii) Lyft or the acquiror pays, promptly upon the consummation of such Material Disposition or Material Transaction, the Applicable Percentage Amount. Failure to comply with this Paragraph shall be deemed an immediate breach after which the Outstanding Judgment Amount is due. Lyft shall not have any obligation to comply with the requirements of this paragraph after it has paid the amounts required by Paragraphs 3 and 5.

26. Lyft hereby warrants and represents that, as of the date of the execution of this Agreement by Lyft, it is not insolvent as such term is defined and interpreted under 11 U.S.C. § 101(32) *et seq.* (“Code”), including, without limitation, Code §§ 547 and 548.
27. Lyft shall provide reasonably sufficient financial documentation to Plaintiffs to establish its solvency on the date of execution by Lyft of this Agreement and on a quarterly basis thereafter until such time that all payments due under Paragraphs 3 and 5 have been made. Lyft may comply with this Paragraph by continuing to file with the U.S. Securities Exchange Commission (“SEC”) its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, as required under current SEC rules.
28. If within ninety-one (91) days of the Effective Date or of any payment made or due under this Agreement (with the exception of the last payment), Lyft commences a voluntary case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or a third party commences such a case on an involuntary basis which is not dismissed within sixty (60) days (a) seeking to have any order for relief of Lyft’s debts, or seeking to adjudicate Lyft as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Lyft or for all or any substantial part of its or their assets (collectively, “Bankruptcy Proceedings”), Lyft agrees that Plaintiffs have the election to choose between (a) or (b) below:
 - a. If Lyft (i) fails to make any of the payments required under Paragraphs 3 and 5, or (ii) Lyft’s obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee’s avoidance powers under the Bankruptcy Code, the Releases in Paragraph 14 shall no longer be effective. Lyft agrees that it shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by Plaintiffs within 60 calendar days of written notification to Lyft that the releases herein have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date, and Plaintiffs may pursue their claims in the case, action, or proceeding referenced in this Paragraph, as well as in any other case, action, or proceeding. In

- any such other case, action, or proceeding, Plaintiffs agree that any payments previously made by Lyft to the Settlement Account pursuant to this Agreement that were not returned or clawed back shall be applied to offset Lyft's liability in such case, action, or proceeding.
- b. The entire Outstanding Judgment Amount is immediately due and Plaintiffs may seek all remedies available to Plaintiffs under the Stipulated Judgment and/or otherwise enforce the Stipulated Judgment in the Bankruptcy Proceedings as a claim.
 - c. The Parties intend for these provisions to be enforceable to the fullest extent possible under applicable law.

Miscellaneous

29. Notices. All notices required under the terms of this Agreement shall be sent to all Parties by email to the following individuals or their designated successor(s):

- a. For Lyft: legalnotifications@lyft.com (Lyft, Inc.) with a copy to:
 - i. rohit.singla@mto.com (Rohit K. Singla);
 - ii. rmeny@keker.com (Rachael Meny); and
 - iii. emeyer@keker.com (Erin Meyer).
- b. For the People:
 - i. mana.barari@doj.ca.gov (Mana Barari, Supervising Deputy Attorney General, Office of the Attorney General of California); and
 - ii. molly.alarcon@sfcityatty.org (Molly Alarcon, Deputy City Attorney, San Francisco City Attorney's Office).
- c. For the LCO:
 - i. asegarich@dir.ca.gov (Alec Segarich); and
 - ii. cryan@dir.ca.gov (Colleen Ryan).
- d. For PAGA Plaintiffs:
 - i. jsagafi@outtengolden.com (Jahan C. Sagafi, Outten & Golden LLP) and akoshkin@outtengolden.com (Adam L. Koshkin, Outten & Golden LLP);
 - ii. christian@os-legal.com (Christian Schreiber of Olivier & Schreiber PC); and
 - iii. sliss@llrlaw.com (Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C.).

30. No Retaliation. Lyft agrees that it will not in any manner retaliate against any Covered Drivers who submitted legal filings or provided evidence in any action coordinated in the JCCP or as part of an administrative proceeding (including a Berman hearing process) on the basis that they have cooperated, or are perceived to have cooperated, with Plaintiffs or their attorneys in connection with the JCCP. Nothing in this Agreement shall bar Lyft from investigating or enforcing its Terms of Service, or taking any action, against Covered Drivers for reasons unrelated to their cooperation or perceived cooperation with Plaintiffs or their attorneys in connection with the JCCP.
31. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
32. Reporting and Retention of Jurisdiction. The Parties shall periodically report to the Court regarding implementation of this Agreement until fully implemented. The San Francisco Superior Court shall retain jurisdiction over the action during that time, including to enforce this Agreement, as necessary, including but not limited to in the event Lyft fails to make a required payment. Within 14 days of full completion of the terms of this Settlement Agreement, the Parties shall file a joint statement with the Court so stating.
33. Classification. Nothing herein shall bear on the classification of drivers using Lyft's application or platform as independent contractors pursuant to Business & Professions Code § 7448 *et seq.* Nothing herein shall constitute an admission by Lyft that drivers using Lyft's application or platform ever were, or are, employees, or that Lyft ever was, or is, an employer of drivers using Lyft's application or platform.
34. Disclaimer of Admission of Liability. This Agreement is entered into as a result of a stipulation of the Parties, without admissions of fact or law of wrongdoing, misconduct, or illegal acts by Lyft, or of any facts alleged in the JCCP.
35. Admissibility. This Agreement and any related documents shall not be admissible in any other proceeding as evidence of wrongdoing by Lyft or a concession or finding of fault or responsibility by Lyft. For clarity, this Agreement may be submitted to the Court, where necessary for the purposes of enforcing the terms of the Agreement, or to a court, arbitrator, or other agency or tribunal where necessary for Lyft to establish that a driver qualifies as a Covered Driver.
36. Fair Reading. The Parties intend for this Agreement to be interpreted in a manner that gives effect to the Parties' goals, based on a fair reading of the text of this Agreement as a whole, including headings where they exist, and along with the Stipulated Judgment and any motion to approve the settlement as context to explain the Parties' intent. The Parties agree that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Agreement.
37. The Parties are represented by counsel and have consulted with counsel in connection with the decision to enter into this Agreement.

38. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, and specifically supersedes the Parties' Term Sheet dated August 18, 2026.
39. If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement shall not be affected and shall remain in full force and effect.
40. Modification. Any modification of this Agreement, except for updating the individuals listed to receive notices in Paragraph 29, must be accomplished in one of two ways: a stipulation of the Parties as approved by the San Francisco Superior Court, or by court proceedings resulting in a modified judgment entered by the San Francisco Superior Court.
41. The Parties agree and represent that the signatories below are authorized to execute this Agreement. By signing below, the Parties agree to comply with all terms of this Agreement.
42. This Agreement may be executed in counterparts, and an electronic signature, including DocuSign or the like, shall be deemed to be and shall have the same force and effect as an original signature.
43. Unexpected outcomes. The Parties will jointly and zealously defend the Stipulated Judgment and this Settlement Agreement against any challenge, including in the Superior Court, on appeal, and in any other setting. In the unlikely event of a final successful challenge to this Agreement that results in its invalidation, unless ordered otherwise by the Court, the Parties agree to return to litigating the JCCP and the trial clock, which stopped on August 12, 2026, shall begin to run again. In such instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in the JCCP shall stand in the same position they were the day prior to the filing of the Stipulated Judgment and/or motion to approve the PAGA settlement, without prejudice to any Party, and so stipulate for purposes of Code of Civil Procedure section 583.330, subd. (a). Any payments made by Lyft to the Settlement Account shall be returned to Lyft, less any interest that accrued by the Settlement Account. The Plaintiffs at their election may use any interest accrued by the Settlement Account to defray their litigation costs.

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AGREED AND ACCEPTED BY THE PARTIES:

Dated: 9/30/2026

LYFT, INC.

By: Lindsay Llewellyn

Lindsay Llewellyn
Chief Legal Officer, Lyft, Inc.

Dated: 9/30/2026

THE PEOPLE OF THE STATE OF
CALIFORNIA

By: Satoshi Yanai

Satoshi Yanai
Senior Assistant Attorney General

Dated: 9/30/2026

LABOR COMMISSIONER FOR THE STATE
OF CALIFORNIA, AS CHIEF OF THE
DIVISION OF LABOR STANDARDS
ENFORCEMENT, DEPARTMENT OF
INDUSTRIAL RELATIONS, STATE OF
CALIFORNIA

By: Carlos Torres

Carlos Torres
Deputy Chief of the Division of Labor Standards
Enforcement

Dated: _____

BRANDON OLSON

Dated: _____

MILLION SEIFU

AGREED AND ACCEPTED BY THE PARTIES:

Dated: September __, 2026

LYFT, INC.

By: _____
Lindsay Llewellyn
Chief Legal Officer, Lyft, Inc.

Dated: September __, 2026

THE PEOPLE OF THE STATE OF
CALIFORNIA

By: _____
Satoshi Yanai
Senior Assistant Attorney General

Dated: September __, 2026

LABOR COMMISSIONER FOR THE STATE
OF CALIFORNIA, AS CHIEF OF THE
DIVISION OF LABOR STANDARDS
ENFORCEMENT, DEPARTMENT OF
INDUSTRIAL RELATIONS, STATE OF
CALIFORNIA

By: _____
Carlos Torres
Deputy Chief of the Division of Labor Standards
Enforcement

Dated: September ^{09/30/2026} __, 2026

BRANDON OLSON



Dated: September __, 2026

MILLION SEIFU

Dated: September __, 2026

LYFT, INC.

By: _____
Lindsay Llewellyn
Chief Legal Officer, Lyft, Inc.

Dated: September __, 2026

THE PEOPLE OF THE STATE OF
CALIFORNIA

By: _____
Satoshi Yanai
Senior Assistant Attorney General

Dated: September __, 2026

LABOR COMMISSIONER FOR THE STATE
OF CALIFORNIA, AS CHIEF OF THE
DIVISION OF LABOR STANDARDS
ENFORCEMENT, DEPARTMENT OF
INDUSTRIAL RELATIONS, STATE OF
CALIFORNIA

By: _____
Carlos Torres
Deputy Chief of the Division of Labor Standards
Enforcement

Dated: September __, 2026

BRANDON OLSON

Dated: September 30, 2026

MILLION SEIFU

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APPROVED AS TO FORM:

Dated: 9/30/2026

By: Mana Barari

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Dated: 9/30/2026

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Dated: 9/30/2026

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Dated: 9/30/2026 _____

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Dated: 9/30/2026 _____

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Counsel for Lyft, Inc.

Dated: 9/30/2026 _____

By: Rohit Singla
Rohit K. Singla
Munger, Tolles & Olson LLP

Counsel for Lyft, Inc.