

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 Kevin Seaman and the Sisters of Perpetual Indulgence (“Sisters”) on the other hand (“Claimants,” and collectively, the “Parties”).

RECITALS

A. On February 28, 2018, Claimants’ counsel sent a letter to Lyft, asserting that persons who were gender-nonconforming, or appearing in drag, were not being provided with equal access to rides they requested using the Lyft Platform, and specifically were being denied rides by Drivers. The letter recited several instances of alleged discrimination, and asserted that such claims could constitute violations of California state law, particularly the Unruh Act.

B. On June 22, 2018, the Parties entered into a Confidential Structured Negotiations Agreement (“SNA”) to work cooperatively on Lyft’s policies, practices, and procedures concerning full and equal accommodations, advantages, facilities, privileges, or services relating to Lyft’s Platform, and the transportation available through the Lyft Platform, without regard to sex, sexual orientation, gender expression, and/or gender identity. Since then the Parties have worked collaboratively to resolve Claimants’ issues concerning access for Claimants and their members to services provided by Drivers on the Lyft Platform to perform transportation services.

C. Pursuant to the SNA, the Parties exchanged factual information and legal analyses outlining their respective positions on Claimants’ assertions. Lyft provided hundreds of pages of documents related to its policies and procedures regarding its efforts to ensure that all Drivers on its Platform provide equal and accessible transportation services. With regard to the Parties’ respective legal analyses, Claimants asserted that the instances of discrimination they had identified could be evidence of systemic violations of anti-discrimination law as a public accommodation, and that the arbitration agreement Lyft requires its Drivers and Riders to

execute could be avoidable under the circumstances. Lyft asserted that it was in compliance with all federal, state, and municipal law, that any alleged instances of discrimination did not rise to a policy or practice of discrimination (by either Lyft or the Drivers on its Platform), and that the arbitration agreement was binding on all Riders.

D. Notwithstanding their disagreements, the Parties engaged in an extended and good faith negotiation regarding changes to the Lyft Platform, as well as Lyft's policies and procedures. During this process, Lyft emphasized its commitment to ensuring that its Platform is inclusive and provides equal access to all Riders, and that it was willing to undertake changes to better meet those goals. At the same time, Lyft reiterated that its Drivers are independent contractors, which imposes limitations on Lyft's ability to control aspects of a ride.

E. 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 to transportation services arranged through the Lyft Platform without regard to sex, sexual orientation, gender expression, and/or gender identity.

F. The Parties expressly intend that, by executing this Agreement that the terms and conditions of the SNA are terminated.

G. The Parties expressly acknowledge and agree that, notwithstanding any provision in this Agreement that provides Claimants the opportunity to provide input on Lyft's policies, procedures, or changes to the Platform, Lyft retains full editorial and operational control over its content and business practices.

AGREEMENT

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

DEFINITIONS

“**Claimants’ Counsel**” refers to the law firms of Rosen Bien Galvan & Grunfeld LLP (“RBGG”) and National Center for Lesbian Rights (“NCLR”).

“**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 Platform.

“**Driver Portal**” is the online portal where Lyft Drivers can access their Lyft Driver account and contains information associated with driving on the Lyft Platform, including optional educational materials the Company may provide to Drivers from time-to-time.

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

“**Lyft Platform**” refers to the technology 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 purposes of this Agreement, the term Lyft Platform refers 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.

“**Lyft Driver App**” refers to the portion of the Lyft Platform exclusively for Lyft Drivers.

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

“**LGBTQ and/or Gender Expression Related Complaint**” refers to a written or oral complaint or other communication submitted by a Rider to Lyft alleging that a Driver refused to transport the Rider because of their actual or perceived sex, sexual orientation, gender expression, and/or gender identity 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 their actual or perceived sex, sexual orientation, gender expression, and/or gender identity.

"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 Platform 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 investigating and responding to, among other things, trust and safety issues and complaints, and reports of purported harassment or discrimination, including LGBTQ and/or Gender Expression Related Complaint, related to transportation matched through the Lyft Platform.

1. Agreed Upon Modifications to Lyft's Policies, Practices, and Procedures .

(a) Provision of Resources to Drivers Concerning Anti-Discrimination Requirements

Lyft agrees to require its Drivers to acknowledge the anti-discrimination requirements of the Lyft Terms of Service. This acknowledgement will take the form of a "console card" (otherwise known as an in-app pop-up notification) that will be "pushed" to the Drivers' app for current Drivers (the "Console Card"). The Console Card will be persistent in the Driver App until the Driver acknowledges the Console Card. The Console Card will also contain a link to the supplementary materials discussed below.

Lyft agrees that it will push the Console Card to current Drivers within 120 days of the Effective Date. Lyft also agrees that it will push the Console Card to new Drivers within 7 days

of their starting to provide rides on the Platform; this process for new Drivers will begin within 150 days of the Effective Date, and will continue for the Term of the Agreement.

Lyft agrees to develop new content regarding anti-discrimination and inclusion in its supplementary materials accessible to Drivers, such as the Lyft-provided websites, Driver Portal, Lyft Driver App, Lyft's Community Guidelines, and Driver online "bulletin boards." These materials will discuss issues affecting the LGBTQ community including in the context of gender identity and gender expression and will include, at minimum, (1) a statement that Lyft Drivers cannot discriminate in any way on the basis of sex, sexual orientation, gender identity or gender expression; (2) definitions of relevant terms including gender identity, gender expression, transgender, gender-nonconforming, sexual orientation, and LGBTQ; and (3) a statement that Lyft is committed to creating a safe environment for Drivers and Riders. Lyft will seek input from Claimants regarding the content of these materials during the initial creation of the materials, however, Lyft maintains final editorial control regarding the form of the materials and their placement in the website, Driver Portal, Lyft Driver App, and bulletin boards. Lyft agrees to develop this content within 120 days of the Effective Date, and will maintain this content for the Term of this Agreement following its publication.

Lyft will offer incentives to encourage Drivers to view these materials including an initial incentive when the content is first made available and at least one other incentive during the Term of this Agreement. Lyft will notify drivers of these incentives through electronic communications in a manner to be determined but consistent with current company communications to Drivers.

(b) Methods for Riders to Report Discrimination

Lyft has added an option for Riders to report discrimination under the list of options within the "Help" function on the Lyft Platform. Lyft agrees to maintain access to a method for

Riders to report “discrimination” which will be located in a readily available location within the “Help” menu on the Lyft app. Lyft will also maintain a feature in the Lyft Platform that will reflect cancelled rides where cancellation fees were imposed and allow Riders to notify Lyft of rides that the Rider believes were cancelled for discriminatory reasons. Riders will not be charged (or will be refunded) cancellation fees for rides that are determined by Lyft to have been cancelled due to discriminatory actions by Drivers. Lyft agrees that this change shall be implemented within 120 days of the Effective Date, and will maintain that functionality for the Term of this Agreement.

Lyft also agrees that information pertaining to Drivers’ ratings of Riders will be aggregated such that Drivers can only see average ratings of Riders. Lyft further agrees to provide information in its websites and bulletin boards (pursuant to section 1(b) above) that Driver ratings of Riders cannot be used in a discriminatory manner.

(c) Handling of LGBTQ and/or Gender Expression Related Complaints

Lyft agrees to continue to treat reports of discrimination on the basis of sex, sexual orientation, gender identity, or gender expression as “High Priority” and will develop an appropriate process to ensure discrimination related complaints, including LGBTQ and/or Gender Expression Related Complaints, are handled in a sensitive and appropriate manner (although claims of discrimination on such grounds will not be treated as higher priority than claims of discrimination based on other grounds).

Lyft will re-train its Trust & Safety Department employees on LGBTQ issues, which will include at minimum materials regarding Lyft’s commitment to inclusion and addressing inequities that affect both drivers and riders and that Lyft does not tolerate discrimination on the basis of sex, sexual orientation, gender identity, or gender expression with appropriate definitions and examples of what that may look like. Lyft shall also ensure training of all

customer support agents not affiliated with the Trust & Safety Department to promptly transfer all LGBTQ and/or Gender Expression Related Complaints and questions to the Trust & Safety Department if such complaints or questions were mistakenly referred to them. Lyft will seek input from Claimants regarding the content of the training materials and agrees to provide such training within 120 days of the Effective Date of this Agreement.

Lyft shall promptly inform any Rider who submits a LGBTQ and/or Gender Expression Related Complaint that the complaint has been received and is being reviewed. Lyft shall endeavor to complete its review of each complaint within two (2) weeks of the complaint submission and notify the Rider about the outcome of its review, although the Parties understand and agree that some complaints may take longer than two weeks to fully investigate and resolve. In any event, such review shall be completed, and the Rider notified of the outcome of the review, within thirty days, provided that the Rider has reasonably cooperated in the review.

If a Rider submits a plausible and non-frivolous LGBTQ and/or Gender Expression Related 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. Lyft retains full discretion on investigating and determining the validity of any LGBTQ and/or Gender Expression Related Complaint.

(d) Public Education.

Lyft will publicize its anti-discrimination and inclusion efforts within the LGBTQ community, and shall retain its editorial control and discretion on how it does so. To the extent Lyft requests that Claimants undertake efforts to promote Lyft within the LGBTQ community, Claimants and Lyft will mutually agree on appropriate payment or donations to Claimants for such services before Claimants will agree to undertake those efforts.

2. Certification of Compliance and Reporting.

No more than two weeks after each change described in Section 1 is implemented, Lyft shall provide certification to Claimants' counsel, including the first date on which the change went into effect. Upon request, Lyft will provide proportionate relevant supporting documentation to Claimants' counsel. Six months after the Effective Date, Claimants' Counsel and Lyft's counsel shall meet-and-confer regarding implementation of the Agreement. Another such meet-and-confer shall take place one year after the Effective Date. The Parties will have a final meet and confer 30 days prior to the termination of the Agreement. At each of these meet-and-confers Lyft will provide Claimants' counsel with relevant data regarding implementation including, but not limited to, the following information for each LGBTQ and/or Gender Expression Related Complaint received by Lyft over the prior six month period in the regions identified as "Chicago" (which is described at the website <https://www.lyft.com/rider/cities/chicago-il>), "Tampa" (which is described at the website <https://www.lyft.com/rider/cities/tampa-bay-fl>), "San Francisco" (which is described at the website <https://www.lyft.com/rider/cities/san-francisco-ca>) and "Silicon Valley" (which is described at the website <https://www.lyft.com/rider/cities/silicon-valley-ca>):

- (i) The time, date, and location of the incident and the Driver involved;
- (ii) 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 complaint;
- (iii) Any other LGBTQ and/or Gender Expression Related Complaints received by Lyft pertaining to the Driver including a summary of any past actions taken by Lyft in response to such past complaints; and
- (iv) Numerical rating that the Driver gave to the Rider or to the other account holder who requested the trip on which the complaint is based.
- (v) This data shall not include either Driver or Rider identifying information.

To identify these Complaints in the regions listed above, Lyft agrees to search its Trust & Safety records using the following keywords: LGBT, gay, lesbian, bisexual, queer, homophobic, transphobic, trans, cisgender, gender expression, sexual orientation, transgender, gender identity, and drag. The Parties may further discuss issues around driver cancellations and potential methods for addressing such issues, if any, at each of the above-mentioned meet and confers. Discussions of issues related to driver cancellations are expressly subject to the provisions of Section 4 below.

Lyft also agrees to investigate any Complaints identified by Claimants and provide its summary of its investigation during the meet-and-confer sessions, after receiving affirmative consent from the Rider associated with the Complaint. Consent may be provided to Lyft by the Rider through Claimants' Counsel. Lyft also agrees to search the complaints identified by Claimants for references to driver cancellations and will make the pick-up and drop-off locations input by the Rider available to Claimants upon request where the complaint references that the driver cancelled the request without picking up the passenger.

3. Term of Agreement.

The Term of this Agreement shall be from the Effective Date until one (1) year after the last change implemented pursuant to Section 1, based on the date set forth in the notification provided to Claimant's Counsel pursuant to Section 2, except as follows: if the Parties agree or if, pursuant to the dispute resolution procedures set forth Section 6, an Arbitrator decides, that there has not been substantial compliance by Lyft with the terms of the Agreement, the term shall extend by one year, to a total of two (2) years from the last change implemented pursuant to Section 1.

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

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. The Parties agree that at any point after the Effective 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 LGBTQ and/or Gender Expression Related discrimination.

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.

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. In no event shall this section be construed as requiring Lyft to adopt any additional obligation or modification than what is expressly set forth in this Agreement, and Lyft's refusal to implement any additional requested modifications shall not be construed as a breach 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.

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.

Any Party raising a dispute about compliance with the Agreement shall send a letter concerning the dispute to the other Party's counsel, 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 30 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 45 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) Arbitration to Enforce Agreement.

If a dispute has not been settled in mediation within 90 days from the date of the letter raising the dispute, Claimants may file an action for breach of this Agreement, which will be adjudicated as a binding, confidential arbitration before JAMS in San Francisco, which the Parties agree to for venue over any dispute that may arise under this Agreement. Lyft agrees to pay for JAMS' costs in any such arbitration. The selection process for the Arbitrator shall be the same as what is set forth in Section 5(b) above. If the Arbitrator finds that 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 with such action. If the Arbitrator finds that Lyft is 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 with such action, if the Court finds Claimants' actions in filing and pursuing the action are frivolous, unreasonable, or without foundation.

7. Compensation to Individual Claimant.

Within thirty days of the Effective Date, Lyft shall pay \$4,000 (the "Settlement Payment") to Kevin Seaman for damages arising from the alleged discrimination by Lyft Drivers. Kevin Seaman will provide Lyft with a Form W-9 within five (5) business days of the Effective Date. The Settlement Payment, made out to Kevin Seaman, will be delivered to: Kara Janssen, Rosen Bien Galvan & Grunfeld LLP, 101 Mission Street, 6th Floor, San Francisco, CA 94105. Lyft will issue a 1099-MISC form to Kevin Seaman reflecting the Settlement Payment. Kevin Seaman shall be solely responsible for federal, state, and local taxes due on the Settlement Payment, and specifically agrees 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 thirty days of the Effective Date, Lyft shall pay Claimants' counsel \$85,000 for reasonable attorneys' fees and costs incurred in connection with this Agreement through the Effective Date.

(b) Fees and Costs for Compliance Monitoring and Enforcement

Within six months of the Effective Date and every six months thereafter during the 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 must not duplicate tasks. If the Parties are not able to reach agreement on the amount of reasonable monitoring fees within sixty (30) 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. In no event shall attorneys’ fees recoverable under this subsection exceed \$25,000 (which shall not be deemed to include any attorneys’ fees in connection with an arbitration pursuant to Section 6(c)).

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, directors, 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, including any alternative dispute resolution action such as arbitration, 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. This release expressly includes, but is not limited to, Title VII of the Civil Rights Act of 1964, the Unruh Act, and any other applicable federal, state, or municipal law or regulation.

In furtherance of this Agreement, Claimants expressly waive any rights they may have under California Civil Code Section 1542, or other similar statutes. Section 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

10. Confidentiality

The Parties expressly agree that all information, documents, data, and communications received or exchanged between the Parties during the period of Structured Negotiations, including the SNA itself, shall remain strictly confidential, and not be published or publically distributed in any way or form. The Parties further agree that all such information, documents, data and communications, including any data, documents, or information provided pursuant to Section 2, shall be deemed inadmissible in any future litigation or alternative dispute resolution context (whether before a private arbitrator, state or federal court, or other venue). Claimants and Claimants’ counsel expressly agrees to within 30 days of the Effective Date destroy all documents and data produced by Lyft during the period of Structured Negotiations. The Parties expressly acknowledge that confidentiality is a material term of this Agreement.

11. Non-Disparagement

The Parties expressly agree that during the Term of this Agreement, they shall refrain from making any public statement disparaging, denigrating, or criticizing each other in the context of LGBTQ related issues, without first providing the other party's counsel 24 hours' notice prior to making any such public statement. For purposes of this section, a "public statement" shall be deemed to include social media posts (on platforms including but not limited to Facebook, Instagram, Twitter, LinkedIn, and Yelp), but shall not be deemed to include any reviews of rides within the Lyft Platform itself, or "direct messages" directed to an individual through social media platforms.

12. Denial of Liability

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. Lyft expressly maintains that it has acted in accordance with applicable law and denies that it has violated federal, state, or any other law concerning discrimination on the basis of sex, sexual orientation, gender expression, and/or gender identity.

13. General Provisions

(a) Entire Agreement.

This Agreement constitutes the entire agreement by the Parties with respect to all of the matters discussed in the Agreement, 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/or 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:

Kara Janssen
Rosen Bien Galvan & Grunfeld LLP
101 Mission Street, 6th Floor
San Francisco, CA 94105
kjanssen@rbgg.com

Julie Wilensky
National Center for Lesbian Rights
870 Market Street, Suite 370
San Francisco, CA 94102
jwilensky@NCLRights.org

To Lyft:

Laura Maechtlen
Seyfarth Shaw LLP
560 Mission Street
San Francisco, CA 94105
lmaechtlen@seyfarth.com

(h) Agreement Has Been Read.

The Agreement has been carefully read by each of the Parties, or their responsible officers, and their legal counsel, 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: Jun 28, 2019, 2019

LYFT, INC.

By: 
Kristin Svercek (Jun 28, 2019)

DATED: _____, 2019

SISTERS OF PERPETUAL INDULGENCE

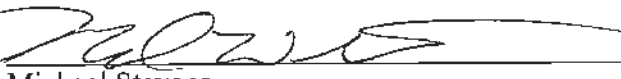
By: _____
Sister Selma Soul
President

DATED: _____, 2019

KEVIN SEAMAN

Approved as to Form:

DATED: June 28, 2019

By: 
Michael Stevens
SEYFARTH SHAW LLP
Counsel for Lyft

DATED: _____, 2019

By: _____
Kara Janssen
ROSEN BIEN GALVAN & GRUNFELD LLP
Counsel for Claimants

DATED: _____, 2019

By: _____
Julie Wilensky
NATIONAL CENTER FOR LESBIAN RIGHTS
Counsel for Claimants

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: _____, 2019

LYFT, INC.

By: _____

DATED: June 25, 2019

SISTERS OF PERPETUAL INDULGENCE

By: James Bazydola
Sister Selma Soul / James Bazydola
President

DATED: June 26, 2019

KEVIN SEAMAN



Approved as to Form:

DATED: _____, 2019

By: _____
Michael Stevens
SEYFARTH SHAW LLP
Counsel for Lyft

DATED: _____, 2019

By: _____
Kara Janssen
ROSEN BIEN GALVAN & GRUNFELD LLP
Counsel for Claimants

DATED: _____, 2019

By: _____
Julie Wilensky
NATIONAL CENTER FOR LESBIAN RIGHTS
Counsel for Claimants

used herein are intended for reference purposes only and are not to be construed as part of the Agreement.

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

DATED: _____, 2019

LYFT, INC.

By: _____

DATED: _____, 2019

SISTERS OF PERPETUAL INDULGENCE

By: _____

Sister Selma Soul
President

DATED: _____, 2019

KEVIN SEAMAN

Approved as to Form:

DATED: _____, 2019

By: _____

Michael Stevens
SEYFARTH SHAW LLP
Counsel for Lyft

DATED: June 24, 2019

By: _____

Kara Janssen
ROSEN BIEN GALVAN & GRUNFELD LLP
Counsel for Claimants

DATED: June 24, 2019

By: _____

Julie Wilensky
NATIONAL CENTER FOR LESBIAN RIGHTS
Counsel for Claimants