

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SAIF CHAUDRY, "JANE DOE", on their own
behalf, and on behalf of those similarly situated,

Docket No.

Plaintiffs,

VERIFIED COMPLAINT

-against-

Jury Trial Demanded

LYFT INC., a corporation, JOHN DOE "LYFT
AFFILIATES," fictitious name used to identify presently
unknown entities,

Defendants.
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Plaintiff, Saif Chaudry ("Plaintiff or Chaudry"), complaining of the defendants, by his
attorneys, **HELD & HINES, LLP**, allege, upon information and belief, that:

PRELIMINARY STATEMENT

1. Plaintiff commences this class-action lawsuit on behalf of himself and all other
similarly situated individuals who have worked or are currently working as New York-based
drivers for Defendant Lyft (hereinafter collectively referred to as "LYFT" or "Defendant"), and
any and all affiliate entities of LYFT, as defined by LYFT's Terms and Conditions memorialized
within their User Agreements.

2. LYFT provides a mobile phone application that allows consumers ("passengers" or
"riders") to obtain car transportation services from the plaintiff and putative class members.

3. Plaintiff is seeking compensatory, consequential, liquidated, statutory, and punitive
damages against the defendants on behalf of himself and all New York-based LYFT drivers,
together with all other appropriate relief provided by state, federal and common law.

4. Plaintiff brings this action on behalf of himself and all other New York-based LYFT
drivers whom LYFT has deceptively misclassified as independent contractors and have therefore
been paying the expenses associated with operating the driven vehicles, including, but not limited

to, fuel, maintenance, registration, tolls, insurance, and other expenses and fees associated with the ownership, lease and/or operation of a vehicle for commercial passenger use.

5. Specifically, Defendants fraudulently structured their business model in a way that unlawfully shifts their costs of doing business onto the plaintiff and putative class members. To that end, Defendants unlawfully require the plaintiff and putative class members to assume costs associated with the tools of their trade.

6. Defendants have also violated their Agreement with the plaintiff and putative class members by collecting their commissions based on the percentage of the Fare and New York State and New York City sales tax and Black Car Fund surcharges, instead of collecting their Commission based on just the Fare.

7. Defendants have also violated their Agreement with the plaintiff and putative class members and New York State law by requiring the plaintiff and putative class members to pay New York State and New York City sales tax and Black Car Fund surcharges, costs that should have passed in their entirety to the passengers.

8. Defendants have also violated New York State law by informing the plaintiff and putative class members that the passengers are being charged a certain fare while actually charging the passengers a higher fare than what it informs the LYFT drivers and fraudulently keeping the difference between the Fare disclosed to the plaintiff and putative class members and the Fare actually charged to the passengers.

9. Defendants have also violated New York State law by falsely advertising that the plaintiff and putative class members would be guaranteed a minimum income should they drive for the Defendants when the amount paid was less than advertised.

PARTIES

10. At all times hereinafter mentioned, Plaintiff, SAIF CHAUDRY, is a resident of the

State of New York, County of Kings, who drives for LYFT.

11. Upon information and belief, Defendant, LYFT Inc., is a foreign corporation organized and existing by virtue of the laws of the State of Delaware, is authorized to transact business in the State of New York, with its principal place of business located in San Francisco, California, and operates in at least 33 other states in the United States.

12. Upon information and belief, Defendants, John Doe “LYFT Affiliates” are business entities organized and formed by or for the benefit of LYFT Inc., are authorized to transact business in the State of New York, and are subsidiaries and/or affiliates of LYFT Inc.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the state law claims asserted herein pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(d), since members of the putative Plaintiff class reside across New York; Defendants are entities incorporated within the States of Delaware; there are more than 100 putative class members; and the amount in controversy exceeds \$5,000,000.00, exclusive of interests and costs.

14. This Court also has jurisdiction over the state law claims asserted herein pursuant to the Class Action Fairness Act, 28 U.S.C. §1332(a), since the amount in controversy exceeds \$75,000.00, and the parties are diverse as the Plaintiff is a citizen of New York and the defendant is a citizen of Delaware.

15. Venue is appropriate in this Court pursuant to 28 U.S.C. §1391(b)(2) because the plaintiff and putative class members reside in the Eastern District of New York, the defendants operate and advertise their business in the Eastern District of New York, and a substantial part of the events or omissions giving rise to the claims occurred within the Eastern District of New York.

CLASS ACTION ALLEGATIONS

16. Plaintiff has commenced this class action on behalf of himself and all other LYFT

drivers similarly situated, including, but not limited to, drivers of LYFT's "Lyft" "Lyft Line," "Lyft Plus," "Lyft Lux" and "Lyft Lux SUV" services in the State of New York.

17. **Ascertainable class:** The proposed Class is ascertainable in that its members can be identified and located using information contained in Defendants' records kept in the ordinary course of their business, specifically payroll and personnel records.

18. **Numerosity:** The potential number of persons in the Class is so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit both parties and this Court. The number of persons in this Class is unknown to Plaintiff at this time; however, it is estimated that the number exceeds 20,000 individuals.

19. **Typicality:** Plaintiff's claims are typical of the claims of all of the other members of the Class because all of the plaintiffs sustained similar injuries and damages arising out of Defendants' common cause or course of conduct in violation of State and Federal laws and regulations and the injuries and damages of all the other members of the Class were caused by Defendants' wrongful conduct as described in this Complaint.

20. **Adequacy:** Plaintiffs are adequate representatives of the Class; will fairly protect the interests of the other members of the Class; have no interests antagonistic to the members of the Class; and will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type. There will be no difficulty in the management of this action as a class action.

21. **Superiority:** The nature of this action makes the use of the class action vehicle a particularly efficient and appropriate procedure to afford relief to Plaintiff and the other members of the Class for the wrongs alleged herein, as follows:

- a. This case involves a large corporate Defendant and its large affiliates and a large number of individuals with many relatively small claims and common issues of law and fact;
- b. If each individual member of the Class was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage because, with its vastly superior financial and legal resources, it would be able to exploit and overwhelm the limited resources of each individual member of the Class;
- c. Requiring each individual member of the Class to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Class who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation;
- d. Prosecution of separate actions by the individual members of the Class, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual members of the Class against Defendants; would establish potentially incompatible standards of conduct for Defendants, would result in legal determinations with respect to individual members of the Class which would, as a practical matter, be dispositive of the interest of the other members of the Class who are not parties to the adjudications; and/or would substantially impair or impede the ability of the members of the Class to protect their own interests;
- e. The claims of the individual members of the Class may not be sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses thereto;
- f. Furthermore, as the damages suffered by each individual member of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or even impossible for individual member of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action; and
- g. The costs to the court system of adjudication of such individualized litigation would be substantial.

22. **Existence of Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to members of the Class which predominate over questions affecting only individual members of the Class, including, but not limited to, the following:

Common Questions of Fact and Law regarding LYFT's Conduct with Respect to Members of the Class who have been Misclassified as Independent Contractors:

- a. Whether Defendants improperly classified the plaintiff class as independent contractors;
- b. Whether class members have been required by LYFT to follow uniform procedures and policies regarding their work for LYFT;
- c. Whether the work performed by class members – providing car service to LYFT's customers – is within LYFT's usual course of business, and whether such service is fully integrated into LYFT's business;
- d. Whether Defendants placed the burden on the class members to incur the expenses associated with the tools of the trade, including, but not limited to, the costs of vehicle acquisition, fuel, maintenance, registration, tolls, and insurance;

Additional Questions of Fact and Law regarding LYFT's Conduct:

- a. Whether Defendants wrongfully structured their business model in a way that unlawfully shifts their costs of doing business onto Plaintiff and other members of his class; and
 - b. Whether Defendants wrongfully based their commission on the Fare plus ancillary charges, including the Black Car Fund and New York State Sales tax, instead of just the Fare; and
 - c. Whether Defendants have also violated New York State law by making plaintiff and members of his class pay New York State Sales Tax and Black Car Fund charges, a cost that should have passed in their entirety to the passengers; and
 - d. Whether Defendants have also violated New York State law by informing the Plaintiff and members of his class that the passengers are being charged a certain fare while actually charging the passengers a higher fare than what it informs the LYFT drivers and then fraudulently keeping the difference between the Fare disclosed to the plaintiff and members of his class and the Fare actually charged to the passengers; and
 - e. Whether Defendants have also violated New York State law by falsely advertising that the plaintiff and members of his class would be guaranteed a minimum income should they drive for the Defendants when the amount actually paid was less than advertised; and
 - f. Whether Defendants are liable for attorneys' fees and costs.
23. Plaintiffs intend to send notice to all members of the Class to the extent required by

applicable law.

STATEMENT OF FACTS

24. LYFT is a company that matches drivers with passengers who request rides through LYFT's smartphone app. Passengers pay automatically for their Ride thru LYFT's application.

25. LYFT has one user Agreement ("Agreement") for both the Riders and the Drivers.

26. According to LYFT's Agreement, the "Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the Lyft Platform. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the "Services". Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons." See Exhibit A, Agreement.

27. "As a Rider, you agree to pay the amounts charged for your use of the Lyft Platform and Services ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay..." See Exhibit A, Agreement.

28. The Agreement further states, "The amount of collected tolls, applicable taxes and other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Lyft or its marketing partners, and processing fees for split payments. These tolls and other surcharges are not shared with your Driver..." See Exhibit A, Agreement.

29. LYFT Drivers provided 160 million Rides to Passengers in 2016.

30. LYFT compensates its drivers weekly for transportation services rendered.

31. LYFT transacts business with its customers (or “riders” or “passengers”) via its mobile application (or “App”) installed by its users on their mobile devices. Through LYFT’s App, a rider is able to input a pick-up location and destination, and is then connected with one or more of LYFT’s drivers (the plaintiff and putative class members) available to accept the fare at that time. If a Fare is agreeable to a rider, they accept the cost and complete the transaction via the App and LYFT’s driver (the plaintiff and putative class members) is then dispatched to the pick-up location. The entire transaction occurs via the App and no money is provided to the driver.

32. LYFT intends and promotes that no money be exchanged between its riders and drivers (other than cash tip) and that its service is 100% cashless, such that all exchanges of money are through its App.

33. Of the total amount paid to LYFT by a rider, LYFT was supposed to remit to themselves a commission equal to a percentage of the Fare less tolls, sales taxes and black car fund.

34. Accordingly, the plaintiff and putative class members are being forced to bear LYFT’s costs of operation, costs associated with the passengers, while at the same time bear their own costs of operation. Meanwhile, LYFT contributes nothing to the cost of the plaintiff and putative class members’ operation and, instead, requires its drivers to incur all expenses associated with the ownership, operation, maintenance and use of the driven vehicle, including, but are not limited to fuel, tolls, liability insurance, workers’ compensation insurance, Black Car Fund, New York State and City sales tax, maintenance and repair costs, inspection and registration costs, and all purchase, finance and/or lease payments for the driven vehicle.

Plaintiff SAIF CHAUDHRY

35. Prior to beginning his employment as a LYFT driver, Plaintiff SAIF CHAUDHRY (“CHAUDHRY”) received a college degree in finance.

36. Prior to beginning his employment with LYFT, CHAUDHRY drove a limousine and yellow cab and earned approximately \$1,000 – \$1,200 per week in net income.

37. While employed driving a limousine and yellow taxi, CHAUDHRY began discussing the idea of becoming a professional driver with his friends.

38. At or around that time, CHAUDHRY began to notice advertising and marketing for LYFT, which claimed that drivers would earn guaranteed money (i.e., salary) of no less than \$1,500 a week.

39. Thereafter, CHAUDHRY began employment as a driver with LYFT in or around 2015.

40. CHAUDHRY is still a LYFT driver.

41. CHAUDHRY is still employed by LYFT as a for-hire, black car driver.

42. On average, CHAUDHRY drives for LYFT five to six days per week. On average, CHAUDHRY drives for LYFT approximately ten to twelve (10-12) hours per day. Accordingly, CHAUDHRY drives approximately 60 to 72 hours per week for LYFT, on average.

43. Defendants paid and continue to pay CHAUDHRY weekly for driving on behalf of LYFT.

44. Initially, when CHAUDHRY and the putative class members first began driving for Defendants, LYFT kept approximately 20% of the total gross fare they received while remitting the difference to the plaintiff and putative class members.

45. Thereafter, Defendants unilaterally changed the terms of compensation and LYFT began retaining approximately 25% of the total gross fare collected and remitted the rest of the fare to the plaintiff and putative class members who started driving for LYFT from January 1, 2016 thereon.

46. On average, as a LYFT driver, CHAUDHRY has earned approximately \$1,000 in gross wages per week and LYFT has compensated him same minus its commission and fees.

47. However, throughout the course of CHAUDHRY's employment with LYFT, Defendants shifted the burden of operating his vehicle onto CHAUDHRY and other class members.

48. For example, LYFT did not compensate CHAUDHRY for any of his incurred weekly/monthly/annual expenses, including but not limited to vehicle fuel, maintenance and repair, liability insurance, vehicle inspection and registration, mileage, vehicle acquisition, and carrying costs.

49. In addition, the Black Car Fund surcharge and New York State and New York City sales tax, which are all charges that are supposed to pass through in their entirety to the passengers, were expenses paid for, at least in part, by the plaintiff and putative class members.

50. Moreover, LYFT's commission is wrongfully based on the Fare plus Black Car Fund and NYS sales tax, instead of a percentage of just the the Fare.. For example, should the actual and total Fare charged to the passenger equal \$120 (\$100 for ride plus \$20 for the Black Car Fund and NYS Sales tax) and the commission percentage charged by LYFT equal to 20%, LYFT was permitted to retain a commission fee of \$20 ($\$100 \times .20$). Instead, LYFT was collecting a commission of \$24 ($\$120 \times .20$).

51. Due to LYFT's failure to reimburse the plaintiff and putative class members for their expenses and charges that were supposed to pass, in full, to the passengers, the plaintiff and putative class member' net earnings have been reduced by hundreds of dollars each week.

LYFT Fraudulently Misclassifies Drivers as Independent Contractors and Not Employees

52. LYFT uniformly misclassifies all of its drivers as independent contractors when in fact they are employees.

53. LYFT exerts significant control over its drivers.

54. Before beginning employment as a driver, LYFT subjected Plaintiff CHAUDHRY to a sophisticated on-boarding and training process.

55. Upon information and belief, any and all LYFT drivers in New York State, including the putative class, were subjected to the same sophisticated on-boarding and training process prior to beginning employment as an LYFT driver.

56. Upon information and belief, any and all LYFT drivers in the United States were subjected to the same sophisticated on-boarding and training process prior to beginning employment as an LYFT driver.

57. Prior to beginning their employment as a driver for LYFT, individuals were required to view an online training video.

58. This training video teaches and specifically instructs LYFT drivers on how to interact with Defendants' customers.

59. During this video, Defendants directed the plaintiff and putative class members to stock their cars with water, snacks, and phone chargers for use by the customer.

60. During this video, the plaintiff and putative class members were also advised of LYFT's dress code and directed to dress in a certain way that would convey the message that the driver is the rider's personal chauffeur.

61. In addition to watching the training video, the plaintiff and the putative class were required to pass an examination qualifying them to drive for LYFT. LYFT refers to this test as the "City Competency Test" or "City Competency Exam."

62. If an applicant does not earn a minimum score on the "City Competency Test" or "City Competency Exam," they will not be employed as an LYFT driver.

63. LYFT also determines the rides the plaintiff and putative class can accept as well as the fare. Individual rider fares are set by LYFT through its App. Group fares are similarly determined by LYFT. Plaintiff and the putative class members have no ability to change the fares set by the LYFT App or to offer the rider a credit.

64. Within its App, LYFT maintains a sophisticated review system of all of its drivers. To wit, the LYFT App solicits feedback from each rider at the conclusion of the experience. This driver review system operates on a 5 star system. Every week, LYFT sends each Plaintiff and putative class member an email that contains the driver's customer reviews and feedback for the preceding week. All LYFT drivers must average a star rating of at least 4.5 out of a possible 5 stars. If a driver falls below the 4.5 star rating for the preceding week, the aforementioned weekly email will contain instructions and tips for improving the driver's rating.

65. Also within those weekly emails are tips for improving performance and compensation, including, but not limited to, informing drivers of the best and most desirable hours to work. For example, LYFT has emailed its drivers to inform them that they could have earned "X" amount more that week had they received fares during peak hour pricing.

66. These emails also contain performance enhancing suggestions such as to drive slower or faster, to take better routes to the destination, to discuss different routes with the rider, and directives to carry water, snacks and phone chargers, particularly if a rider complained that the vehicle lacked these peripheral items.

67. Rider feedback about a driver will have significant implications on the driver's future employment with LYFT. If a driver fails to maintain a 4.5 star rating, LYFT will deactivate that driver's ability to log in and access the App, thereby preventing the driver from connecting with and picking up riders. For all intents and purposes, preventing a driver from connecting with and picking up riders constitutes termination of the driver's employment. The ability to discontinue an individual's employment, such as that between LYFT and the plaintiffs and putative class members, is one of the hallmarks of an employer-employee relationship.

68. Conversely, LYFT drivers who engender favorable ratings will be afforded certain benefits (or bonuses) that "unsatisfactory" drivers are not afforded. These bonuses include discount codes to certain retailers and pre-paid cards and coupons that can be applied to defray the cost of fuel and maintenance of the driver's vehicle. Additionally, drivers who maintain a favorable rating will be given premier driving assignments, such as long distance rides for Defendants' VIP customers or the opportunity to work in exclusive geographic locations, such as the Hamptons in Long Island, New York. The ability to offer bonuses and incentives, such as those between LYFT and the plaintiff and putative class members, is one of the hallmarks of an employer-employee relationship.

69. Additionally, LYFT provides the plaintiff and putative class members with access to and log in credentials for its App. LYFT's App is the sole and exclusive method for communications between drivers and riders. LYFT tracked all of the fares that the plaintiff and the

putative class members earned through this App. The App also tracked the routes that drivers took to their destination. In addition, through this App, LYFT calculated how much the plaintiff and the putative class members earned. The ability to direct, monitor and control, such as that by LYFT to the plaintiff and putative class members, is one of the hallmarks of an employer-employee relationship.

70. LYFT has failed to provide the plaintiff and putative class members with a rate of pay notice form as required by New York State Wage Theft Prevention Act.

71. LYFT has failed to provide the plaintiff and putative class members with pay stubs in compliance with the New York State Wage Theft Prevention Act.

72. Plaintiff and the putative class members have worked in excess of ten hours per day, or multiple shifts in which the spread of time from the beginning of the first shift until the conclusion of the final shift exceeded ten hours. Despite working more than eight hours a day, LYFT failed to pay the plaintiff and putative class members spread of hours premiums.

73. LYFT has failed to provide the plaintiff and putative class members with itemized wage statements, minimum wages, lawful meal and rest periods, and reimbursement of employment-related expenses.

74. LYFT has failed to keep accurate payroll records showing the plaintiff and putative class members' hours worked and wages paid.

75. As a result of LYFT's purposeful misclassification of its drivers as independent contractors instead of employees, LYFT has been able to increase its profits and avoid the legal and tax consequences of employing the plaintiff and putative class members.

76. As a result of LYFT's purposeful misclassification of its drivers as independent contractors instead of employees, the plaintiff and putative class members have been defrauded

and damaged in hundreds of millions of dollars in unpaid overtime, reduced wages, and burdened with unreimbursed employment-related expenses.

LYFT's Mass Marketing To Recruit Drivers

77. LYFT prominently advertises on buses, billboards, public displays and the like to recruit drivers. See Exhibit C.

78. LYFT's advertisements and marketing display's prominently state "\$1500 Guaranteed" [To Drivers] and similar promises of guaranteed compensation.

79. In reality, no such compensation is guaranteed and the prominent displays are made to induce drivers to sign on with LYFT and, like the named plaintiff and putative class members, induce them to leave their employment and work for LYFT.

80. The plaintiff and putative class members have sustained actual pecuniary loss as a result of LYFT's false advertising.

**AS AND FOR A FIRST CAUSE OF ACTION:
Violations of New York State Labor Laws**

81. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

82. Plaintiff and the putative class members are employees of LYFT.

83. As set forth above, LYFT has substantial direction, supervision and control over its drivers, in contravention of its classification of Plaintiff and the putative class members as independent contractors.

84. Defendants' customers reasonably believed that the fares charged by Defendants would be paid to the driver. Defendants are required to pass through applicable charges to passengers, but have failed to do so.

85. Plaintiff and the putative class members routinely worked more than ten (10) consecutive hours in a workday. Defendants willfully failed to compensate the plaintiff and putative class members one hour's pay at the basic New York minimum hourly wage rate on days in which the length of their workday was more than 10 hours, as required by New York law.

86. Defendants made illegal deductions from the plaintiff and putative class members' wages in violation of New York Labor Law and New York Codes, Rules and Regulations.

87. Defendants willfully failed to furnish the plaintiff and putative class members with a notice containing the rate of pay and the basis thereof, whether paid by the hours, shift, day, week, salary, piece, commission, or otherwise, the name of the employer, any "doing business as" names used by the employer, the physical address of the employer's main office or principal place of business and a mailing address if different, the telephone number of the employer, and anything else otherwise required by law.

88. Defendants also willfully failed to furnish the plaintiff and putative class members with every payment of wages, a wage statement that included the phone number of the employer, the proper overtime rate, and anything else otherwise required by law.

89. In addition to the foregoing, LYFT has failed to keep required payroll records, failed to provide its drivers with the requisite meal and rest periods, failed to pay its drivers a minimum wage, and failed to pay its drivers at the premium rate for overtime.

90. Given the foregoing, Plaintiff and the putative class members seek damages against the defendants pursuant to New York Labor Law §193, *et seq.* (for unlawfully retaining monies intended and specifically meant for LYFT's drivers); New York Labor Law §195 (for failure by Defendants to keep required payroll records); New York Labor Law §191 (for failure to provide prompt payment of wages to driver employees upon termination and resignation); New York Labor

Law §162 (for failure to provide meal and rest periods); New York Labor Law §652 (for failure to pay minimum wages); 12 NYCRR §142-2.1 (for failure to pay the plaintiff and putative class members in accordance with the basic minimum hourly wage rate allowable pursuant to the instant regulation, in accordance with New York State law); 12 NYCRR §142-2.2 (for failure to pay overtime); and 12 NYCRR §142-2.2 (for failure to compensate the plaintiff and putative class members pursuant to the instant regulation, in accordance with New York State law).

91. By virtue of the foregoing willful violations of New York Labor Law, Plaintiff and the putative class members are entitled to recover unpaid overtime and minimum wages, unpaid spread of hours compensation, statutory damages, reasonable attorneys' fees and costs, pre- and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

**AS AND FOR A SECOND CAUSE OF ACTION:
Unlawful Deductions and Kickbacks**

92. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

93. New York Labor Law §193(1) prohibits employers from making any deductions from an employee's wages except for those permitted by law or those made for the benefit of the employee which are explicitly authorized in writing by the employee.

94. New York Labor Law §193(2) prohibits employers from making any charge against an employee's wages or requiring an employee to make any payment by separate transaction, unless such payment is a permitted deduction pursuant to New York Labor Law §193(1).

95. By requiring Plaintiff and the putative class members, as employees, to acquire and maintain the driven vehicles, purchase fuel, pay for tolls, pay for the registration, inspection and

insurance of the vehicles, purchase a mobile device that conforms to LYFT's requirements, purchase a minutes and data plan for said mobile device, purchase, install and use LYFT's "Driver App", and by requiring Plaintiff and the putative class members to solely bear these and other costs of operating LYFT's business, Defendants have violated New York Labor Law §§193 and 198.

96. By virtue of the foregoing, Plaintiff and the putative class members are entitled to recover the cost of the tools of the trade the defendants illegally shifted to Plaintiff and the putative class members, attorneys' fees and costs, pre- and post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

AS AND FOR A THIRD CAUSE OF ACTION:
Breach of Contract

97. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

98. LYFT's Agreement states that "As a Rider, you agree to pay the amounts charged for your use of the LYFT Platform and Services ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's LYFT Cities page (www.LYFT.com/cities), plus any tips to the Driver that you elect to pay..." See Exhibit A, Agreement, Sec. 4.

99. "Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees [ie: NYS Sales Tax, Black Car Fund], event fees as determined by LYFT or its marketing partners, and processing fees for split payments. In addition, where required by law LYFT will collect applicable taxes. These other [fees and sur]charges are not shared with your Driver ... See your market's LYFT Cities page for details on other Charges that may apply to your ride." See Exhibit A, Agreement.

100. According to LYFT's NYC Cities page, "Except for the Cancel Penalty, rates above do not include taxes and fees. (NYS taxes and fees include the) NYS Sales tax and Black Car Fund surcharges will be added where applicable." See Exhibit A.

101. As such, the plaintiff and putative class members have been damaged as the defendants have been paying approx. 20-25% of the cost of New York State and New York City sales tax and Black Car Fund, even though said fees should be 100% statutorily and contractually passed thru to the Riders.

102. For example, in the summer of 2017, the plaintiff picked up and dropped of a rider and the Fare (\$8.58) plus NYS taxes (\$ 0.86) and fees (Black Car Fund- \$0.24) for the Ride was \$9.68 ("Total Monies Collected"). See Exhibit B.

103. According to the Agreement, the surcharges, taxes and fees are "not shared by the drivers" and are to be exclusively passed thru to the passenger. See Exhibit A, Agreement.

104. However, the defendants breached the Agreement.

105. The defendants breached the Agreement by taking a higher commission from the plaintiff and putative class members than what they were entitled to under the Agreement. See Exhibit A.

106. The defendants breached the Agreement by taking their 20% commission from the Total Monies Collected, which included the sales tax and the Black Car Fund collected on behalf of the Riders, instead of just the Fare. Exhibit B.

107. As such, LYFT collected a commission of \$1.94 ($\$9.68 \times .2$) from the plaintiff instead of \$1.72 ($\$8.58 \times .2$), the amount the defendant was actually entitled to. See Exhibit B.

108. As such, LYFT wrongfully had the plaintiff and putative class members pay part of the Riders' taxes and ancillary surcharges including the NYS and NYC sales tax and the Black Car Fund, which were supposed to be complete pass-through charges to the Riders.

109. As a result of the foregoing, Plaintiff and the putative class members have been damaged in the tens of millions of dollars and are entitled to restitution for any and all monies improperly taken by the Defendants.

**AS AND FOR A FOURTH CAUSE OF ACTION:
Breach of Contract**

110. Plaintiff, on behalf of himself and the putative class members, repeats and re-alleges the allegations as if set forth fully herein.

111. LYFT has entered into the Agreements, as amended, with Plaintiff and the putative class members which purport to set forth the terms of their employment as LYFT drivers.

112. Pursuant to these Agreements, LYFT is required to remit to the plaintiff and putative class member drivers the proceeds of the Fares charged to the Riders minus LYFT's agreed upon commission. See Exhibit A, Agreement.

113. Defendant LYFT informed the plaintiff and putative class members that it was charging the Rider a certain Fare ("Driver Disclosed Fare").

114. In actuality, the Defendant LYFT charged the Rider a higher fare ("Rider Fare") than the Driver Disclosed Fare.

115. The Defendant LYFT failed to disclose to either the Rider or the plaintiff and putative class members that the Rider Fare was higher than the Driver Disclosed Fare.

116. The Defendant LYFT failed to disclose to the Rider or the Plaintiff that the Driver Disclosed Fare was not the same as the Rider Fare.

117. That the Defendant LYFT paid Plaintiff and putative class members based on the Driver Disclosed Fare instead of the higher Rider Fare collected from the Rider in violation of the Agreement.

118. That the Defendant kept the difference between the Driver Disclosed Fare and the Rider Fare (“the spread”). The defendants kept the “spread” as additional profits in violation of the Agreement.

119. Defendant LYFT, by charging a greater Fare to the passengers than the calculation used to determine payment to LYFT drivers, has unfairly frustrated the right of the Plaintiff and the putative class members to receive the full benefits they are entitled to under the Agreement.

120. For example, in the summer of 2017, the plaintiff picked up and dropped of a Rider and the “Driver Disclosed Fare” as disclosed by LYFT was \$9.68. See Exhibit B.

121. Alternatively and unbeknownst to the plaintiff, the defendant LYFT charged and collected from the Rider \$11.76 (“Rider Fare”), which was \$2.08 or more than 21.4% higher than the Driver Disclosed Fare of \$9.68. See Exhibit B.

122. The defendant LYFT not only charged the plaintiff a 20% commission (\$1.94) based on the Driver Disclosed Fare (\$9.68), but also kept the \$2.08 spread, in violation of the Agreement.

123. As a result of the foregoing, Plaintiff and the putative class members have been suffered pecuniary damages due to Defendants’ improper actions.

**AS AND FOR AN FIFTH CAUSE OF ACTION:
Breach of Implied Warranty of Good Faith & Fair Dealing**

124. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

125. Defendant LYFT's conduct as alleged above, constitutes a breach of the covenant of good faith and fair dealing implied in every contract under law. This covenant requires that neither party to a contract will do anything that injures the right of the other to receive the benefits of the contract.

126. Defendant LYFT has entered into Agreements with the Plaintiff and the Class members by which the plaintiff and putative class members provide driving services for a fare paid by the passengers minus LYFT's "commission" percentage (20% or 25% of the fare) and any applicable charges such as service fees, cancellation fees, damage fees, tolls and/or surcharges for each ride she successfully completed.

127. Defendant LYFT, by charging a greater Fare to the passengers than the calculation used to determine payment to LYFT drivers, has unfairly frustrated the right of the plaintiff and putative class members to receive the full benefits they are entitled to under the Agreement.

128. Defendant LYFT's failure to inform the plaintiff and putative class members that the amount being represented to them as the Fare charged to the passengers was an amount less than the actual Fare charged to and paid by the Passengers, serves as a willful and intentional deception and misrepresentation by the defendant LYFT not expressed by, reserved in, and/or otherwise contemplated by the terms and conditions of the Agreement, and by not sharing this Fare information with the plaintiff and putative class members, the defendant LYFT unfairly frustrated the right of the plaintiff and putative class members to receive the full Fare and benefits they are entitled to under the Agreement.

129. As a direct proximate and foreseeable result of the Defendant's breach of the implied covenant of good faith and fair dealing, the plaintiff and putative class members have been damaged in an amount to be determined according to proof at the time of trial.

AS AND FOR A SIXTH CAUSE OF ACTION:

Conversion

130. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

131. Defendants have unlawfully converted funds which were intended to pass through in their entirety to Plaintiff and the putative class members.

132. Defendants have unlawfully converted funds from Plaintiff and the putative class members to pay for the Black Car Fund and sales tax that were required to be passed through and paid entirely by the passengers.

133. Defendants have unlawfully withheld funds from Plaintiff and the putative class members that were required to pass through and be paid in their entirety by the passengers to cover the cost of the sales tax and Black Car Fund.

134. Defendants have also unlawfully withheld reimbursement to the plaintiff and putative class members of their expenses. These expenses include, but are not limited to the cost of vehicle acquisition and carrying charges, fuel, maintenance, registration, insurance, Black Car Fund, taxes, inspection, and mileage.

135. Plaintiff and the putative class members never permitted Defendants to withhold any funds that were intended to be remitted to them.

136. As a result of the foregoing, Plaintiff and the putative class members have been damaged and are entitled to restitution for any and all funds improperly withheld or converted by Defendants.

137. As a consequence of Defendants' aforementioned withholdings, Plaintiff and putative class members are entitled to compensatory, consequential, and treble damages.

**AS AND FOR AN SEVENTH CAUSE OF ACTION:
Fraud and Misrepresentation**

138. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

139. As set forth above, LYFT has made material misrepresentations of fact to Plaintiff and the putative class members.

140. As set forth above, LYFT has made material misrepresentations of fact to Plaintiff and the putative class members to the detriment of these drivers.

141. Defendant LYFT's failure to inform the plaintiff and putative class members that the amount being represented to them as the Fare being charged to the passengers was in fact less than the actual Fare charged to and paid by the passengers.

142. This constituted a willful and intentional misrepresentation of facts made with the intent that the plaintiff and putative class members rely upon same.

143. Plaintiff and the putative class members entered into the Agreement and performed services in reliance upon the representations made by LYFT that it would pay them an amount equal to the Fare charged to and paid by the passengers less LYFT's "commission" percentage and applicable charges such as service fees, cancellation fees, damage fees, tolls, sales tax, Black Car Fund and/or surcharges for each ride he/she successfully completed.

144. At the time LYFT made these material misrepresentations to the plaintiff and putative class members, they knew them to be false.

145. At the time LYFT made these material misrepresentations to the plaintiff and putative class members, they knew that they would not be paying the plaintiff and putative class members the actual Fare charged to and paid by the passengers.

146. LYFT made these fraudulent statements with the intent to deceive the plaintiff and putative class members.

147. LYFT made these fraudulent statements to its riders and the plaintiff and putative class members with the intent to withhold, keep, and convert the “spread” between the Fare disclosed to the plaintiff and putative class members and the actual Fare charged to and paid by the passengers.

148. The plaintiff and putative class members justifiably and detrimentally relied upon LYFT’s misrepresentations that they would receive their full fare.

149. Similarly, LYFT informed Plaintiff and the putative class members that the New York State and New York City sales tax (“taxes”) and Black Car Fund (“applicable fees”) would pass through in their entirety to the passenger and that the “commission percentage” would not include these applicable fees. For the avoidance of any confusion, should the actual and total Fare charged to the passenger equal \$120 (\$100 for ride plus \$20 for the Black Car Fund and sales tax) and the commission percentage charged by LYFT equal to 20%, LYFT was permitted to retain a commission fee of \$20 ($\$100 \times .20$). Instead, LYFT was collecting a commission of \$24 ($\$120 \times .20$).

150. At the time LYFT made these material misrepresentations regarding applicable fees to the plaintiff and putative class members, they knew them to be false.

151. At the time LYFT made these material misrepresentations regarding applicable fees to the plaintiff and putative class members, they knew that that the applicable fees would not be passing through in their entirety to the passengers and that the plaintiff and putative class members would be paying for these fees, at least in part.

152. LYFT made these fraudulent statements regarding applicable fees with an intent to deceive the plaintiff and putative class members.

153. LYFT made these fraudulent statements regarding applicable fees to the plaintiff and putative class members with the intent to withhold, keep, and convert these funds.

154. The plaintiff and putative class members justifiably and detrimentally relied upon LYFT's misrepresentations that they would receive a full pass through of the taxes and applicable fees.

155. As a result of LYFT's foregoing fraud and material misrepresentations of fact, Plaintiff and the putative class members have been damaged and are entitled to compensatory damages, including but not limited to restitution for any and all applicable fees paid for, in whole or in part, by the plaintiff and putative class members, and punitive damages.

**AS AND FOR AN EIGHTH CAUSE OF ACTION:
Unjust Enrichment**

156. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

157. Plaintiff pleads this claim in the alternative.

158. Because of the misconduct described herein, Defendant LYFT has been unjustly enriched and has received and retained payments from the passengers beyond those promised in defendant's agreement with the plaintiff and Class Members.

159. Specifically, Defendant LYFT has retained a larger portion of the plaintiff and putative class members' Fare than what was agreed upon, as defendants' commission included a portion of the applicable fees. The Agreement stated that the commission would not include any monies collected for tolls, taxes and applicable fees.

160. Defendant LYFT also took a “spread” of the Fare. The “spread” is the difference between the Fare the defendant represented to the plaintiff and putative class members and the actual Fare the defendant billed and collected from the passengers, which was a much higher amount.

161. Defendant LYFT has retained a larger portion of the Fare than what they promised the plaintiff and putative class members they would retain under the Agreement.

162. This unjust enrichment has directly benefited Defendant LYFT.

163. As a direct, foreseeable and proximate result of Defendant’s LYFT’s wrongful actions alleged herein, the plaintiff and putative class members have been damaged in an amount to be determined according to proof at the time of trial.

AS AND FOR A NINTH CAUSE OF ACTION:

False Advertising

164. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

165. The marketing materials and advertisements LYFT used to target the plaintiff and putative class members, to induce them to work for LYFT, are materially misleading in that LYFT offered guaranteed compensation without disclosing the actual conditions imposed.

166. The plaintiff and putative class members were induced to work for LYFT based upon LYFT’s misleading advertisements.

167. Attached as Exhibit C, are copies of said advertisements:

168. To the limited extent LYFT sets forth the actual conditions of employment, such conditions are buried in separate small and inconspicuous print so as to mislead drivers (employees).

169. Under New York General Business Law § 350-a LYFT's advertising activities to recruit drivers constitutes false advertising.

170. The plaintiff and putative class members suffered actual pecuniary losses as a result of LYFT's deceptive marketing materials as they were induced to give up reliable and consistent income for LYFT's compensation method that unlawfully made deductions from income, required to pay taxes and Black Car Fund surcharges that are the responsibility of passengers, and maintain long work hours just to eke out a living wage (which were not disclosed) and by the plaintiff and putative class members to make illegal out-of-pocket capital expenditures and incur operating expenses.

171. Such mandatory conditions imposed by LYFT are not displayed along with the false guarantees LYFT makes in its public advertisements.

172. Plaintiff and putative class members are entitled to the guaranteed payments promised by LYFT in its advertisements that LYFT has failed to pay.

173. As set forth above, LYFT has made material misrepresentations of fact to its drivers, riders, and the public to the detriment of Plaintiffs and the putative class members.

174. As a direct, foreseeable and proximate result of Defendant's LYFT's wrongful actions alleged herein, the plaintiff and putative class members have been damaged in an amount to be determined according to proof at the time of trial, together with reasonable attorney's fees and costs.

**AS AND FOR A TENTH CAUSE OF ACTION:
Violation of NYS Laws and Tax Regulations**

175. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

176. Pursuant to New York State laws and tax regulations, the passenger in a black car for hire vehicle must pay sales tax for transportation services. That the driver of the vehicle providing transportation services collects the sales tax on the services rendered from the passenger. See NYS Tax Guidance opinion TSB-M-09(7)S.

177. That the defendants LYFT compelled the plaintiff and putative class members to pay the NYS and NYC sales tax instead of said tax being paid by the passengers, as required by law and state regulations and tax statues, by deducting the sales tax or a portion thereof from the plaintiff and putative class members' take home pay.

178. Pursuant to NYS laws and tax regulations, there is no such sales tax on an interstate ride.

179. Despite said law, the defendants LYFT compelled the plaintiff and putative class members to collect sales tax from the Riders for rides that concluded in a different state than where the Ride commenced (e.g., Pickup in New York and drop-off in New Jersey) as it constitutes interstate commerce ("interstate ride").

180. The defendants LYFT then compelled the plaintiff and putative class members to pay LYFT for the sales tax that does not exist under NYS law by deducting said phantom tax or a portion thereof from the drivers' take home pay.

181. The defendants LYFT then kept the monies collected.

182. As a direct, foreseeable and proximate result of Defendant's LYFT's wrongful actions alleged herein, the plaintiff and putative class members have been damaged in an amount to be determined according to proof at the time of trial.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION:
Violation of the Black Car Fund**

183. Plaintiff, on behalf of himself and the putative class members, repeats and reiterates

every allegation contained in the prior applicable paragraphs of this complaint with the same force and effect as if alleged herein.

184. The Black Car Fund (“BCF”) was established in 1999 under NYS Statute, Article 6-F of the Executive Law, for the purpose of providing Workers’ Compensation Insurance Coverage for Black Car operators in New York.

185. To pay for the BCF, a 2.5% surcharge is added to the passenger’s fare, which is then collected by the base and sent to the BCF on a monthly basis to provide Workers’ Compensation to the plaintiff and the putative class members.

186. The 2.5% BCF surcharge is statutorily and contractually required to be paid by the Rider in addition to their Base Fare.

187. The 2.5% BCF surcharge is not supposed to be paid by the plaintiff and putative class members’ compensation.

188. The defendants LYFT collected the BCF surcharge from the plaintiff and putative class members instead of collecting said surcharge from the Riders, by deducting said BCF surcharge or a portion thereof from the drivers’ take home pay.

189. As a direct, foreseeable and proximate result of Defendant’s LYFT’s wrongful actions alleged herein, the plaintiff and putative class members have been damaged in an amount to be determined according to proof at the time of trial.

JURY DEMAND

190. Plaintiff, on behalf of himself and the proposed class, hereby demands a trial by jury of all claims.

REQUEST AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed class, requests relief against the Defendants as set follows:

- a. Notice to the Classes of the action; and
- b. Certify this case as a class action; and
- c. Designation of Plaintiff as Representative of the Class; and
- d. Designation of Plaintiff's counsel of record as Class Counsel for the Class;
and
- e. Award of damages, including compensatory, consequential, liquidated, punitive, and treble damages, as well as back pay and restitution for all charged gratuities, with interest, not remitted to Plaintiffs and Class Members, in accordance with New York State and applicable Federal law;
and
- f. Reasonable Attorney's fees; and
- g. Pre-judgment and post-judgment as provided by law; and
- h. Award reimbursement, with interest, to the Plaintiffs and Class members of expenses and costs who were misclassified as independent contractors and as a consequence were required to bear; and
- i. An injunction prohibiting all Defendants from engaging in each of the unlawful practices, policies, and patterns set forth herein; and
- j. Reasonable attorneys' fees, costs, and expenses of this action; and
- k. Pre-judgment and post-judgment interested as provided by law; and
- l. Such other, further, and different relief that the Court may deem just and proper.

Dated: Brooklyn, New York
October 10, 2017

Respectfully submitted,

SAIF CHAUDHRY,
individually and on behalf of all others similarly
situated,

By their attorneys,
HELD & HINES, LLP

/s/

Philip M. Hines, Esq.

Marc J. Held, Esq.

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- Lyft

Lyft Terms of Service

Last Updated: September 30, 2016

These terms of service constitute a legally binding agreement (the "Agreement") between you and Lyft, Inc. ("Lyft," "we," "us" or "our") governing your use of the Lyft application, website, and technology platform (collectively, the "Lyft Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LYFT HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION 17 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM.

1. The Lyft Platform

The Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the Lyft Platform. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the "Services". Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

2. Modification to the Agreement

In the event Lyft modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

3. Eligibility

The Lyft Platform may only be used by individuals who can form legally binding contracts under applicable law. The Lyft Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

4. Charges

As a Rider, you agree to pay the amounts charged for your use of the Lyft Platform and Services ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page. Pricing may vary based on the type of service you request (e.g., Lyft Plus, Lyft SUV) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of fares, variable and quoted.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.
- **Quoted Fares.** In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the Ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to

abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

- **Prime Time.** Fares may be subject to a multiplier at times of high demand of the Services ("Prime Time") as determined by Lyft. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride. Any Prime Time charges shall be considered part of the Fare.

Fees and Other Charges.

- **Service Fee.** Lyft may assess a per-ride "Service Fee" to support the Lyft Platform and related services provided to you by Lyft. The amount of the Service Fee may vary but shall be retained by Lyft in its entirety.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Lyft's cancellation policy](#), including applicable fees. Collected cancellation fees will be passed in their entirety to the Driver who had accepted your ride request.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. Collected Damage Fees will be passed in their entirety to the Driver whose car was damaged.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for [more information about toll charges](#) and a list of applicable [tolls and return charges](#). We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any. The amount of collected tolls (and return tolls) will be passed in their entirety to the Driver who provided your ride.
- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Lyft or its marketing partners, and processing fees for split payments. In addition, where required by law Lyft will collect applicable taxes. These other charges are not shared with your Driver unless expressly stated otherwise. See your market's Lyft Cities page for details on other Charges that may apply to your ride.
- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the Lyft application. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processing services without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any disruption to the Lyft Platform or Services, or any other reason whatsoever.
- **Credits and Ride Discounts.** You may receive credits ("Lyft Credits") or Ride discounts ("Ride Discounts") that you can apply toward payment of certain Charges upon completion of a Ride. Lyft Credits and Ride Discounts are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Lyft Credits and Ride Discounts cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. Ride Discounts only apply to the Fare, not the Service Fee or other charges. If you split payment for a Ride with another User, your Lyft Credits or Ride Discount will only apply to your portion of the Charges. Additional restrictions on Lyft Credits and Ride Discounts may apply as communicated to you in a relevant promotion or by clicking on the relevant Lyft Credit or Ride Discount within the Payments section of the Lyft App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about our use of pre-authorization holds.

5. Payments

If you are a Driver, you will receive payment for your provision of Services. All Fare payments are subject to a Lyft Commission, discussed below. You will also receive any tips provided by Riders to you, and tips will not be subject to any Lyft Commission. Lyft will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

- **Commission.** In exchange for permitting you to offer your Services through the Lyft Platform and marketplace as a Driver, you agree to pay Lyft (and permit Lyft to retain) a fee based on each transaction in which you provide Services (the "Commission"). The amount of the applicable Commission will be communicated

to you in a Commission schedule through the Driver portal. Lyft reserves the right to change the Commission at any time in Lyft's discretion based upon local market factors, and Lyft will provide you with notice in the event of such change. Continued use of the Lyft Platform after any such change in the Commission calculation shall constitute your consent to such change.

- **Pricing.** You expressly authorize Lyft to set the prices on your behalf for all Charges that apply to the provision of Services. Lyft reserves the right to change the Fare schedule at any time in our discretion based upon local market factors, and we will provide you with notice in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the applicable Fares. Charges may be subject to maximum limits as set forth in your market's Lyft Cities page or the Lyft Help Center.
- **Fare Adjustment.** Lyft reserves the right to adjust or withhold all or a portion of Fares if it believes that (i) you have attempted to defraud or abuse Lyft or Lyft's payment systems, (ii) in order to resolve a Rider complaint (e.g., you took an inefficient route or failed to properly end a particular instance of Services in the Lyft application when the ride was over). Lyft's decision to adjust or withhold the Fare in any way shall be exercised in a reasonable manner.
- **Express Pay.** If you elect to receive payments through Lyft's Express Pay feature (which Lyft may offer to you in its sole discretion), you acknowledge that payments made to your debit card are provided through Cross River Bank, a New Jersey Chartered, FDIC Insured bank, upon receiving instructions from Lyft's payment processor Stripe following your approval. Cross River Bank will make payment pursuant to its agreement with Stripe. All Express Pay funds are transferred to your debit card by Cross River Bank and not Stripe. You will be charged a fee for this Express Pay service as described by Lyft prior to confirmation.

6. Lyft Communications

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Services, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR

CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR THE SERVICES.

7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Services. Our collection and use of personal information in connection with the Lyft Platform and Services is as provided in Lyft's Privacy Policy located at www.lyft.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Lyft does not assert any ownership over your Information; rather, as between you and Lyft, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your Lyft User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account"). By connecting to Lyft through an SNS Account, you understand that Lyft may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the "SNS Content")). You understand that SNS Content may be available on and through the Lyft Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information.

8. Promotions and Referral Programs

Lyft, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to

withhold or deduct credits or benefits obtained through a promotion the event that Lyft determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

As part of your User account, Lyft may provide you with or allow you to create a "Lyft Code," a unique alphanumeric code for you to distribute to friends, family and other persons (each a "Referred User") to become new Lyft Riders ("Referred Riders") or Drivers ("Referred Drivers"). Lyft Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Lyft Code. You are prohibited from advertising Lyft Codes, including but not limited to: Google, Facebook, Twitter, Bing and Craigslist. Lyft reserves the right to deactivate or invalidate any Lyft Code at any time in Lyft's discretion.

From time to time, Lyft may offer you with incentives to refer new Users to the Lyft community (the "Referral Program"). These incentives may come in the form of Lyft Credits, and Lyft may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of Lyft Codes and participation in the Referral Program is subject to this Agreement and the additional Referral Program rules.

9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Services or the Lyft Platform or the servers or networks connected to the Lyft Platform;
- e. post Information or interact on the Lyft Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f. use the Lyft Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;

- i. “frame” or “mirror” any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform or any software used on or for the Lyft Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
- m. link directly or indirectly to any other web sites;
- n. transfer or sell your User account, password and/or identification to any other party
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
- p. cause any third party to engage in the restricted activities above.

10. Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

- a. You possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Lyft community or third parties.
- d. You will only provide Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not make any misrepresentation regarding Lyft, the Lyft Platform, the Services or your status as a Driver.

- f. You will not, while providing the Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- g. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- h. You will make reasonable accommodation for Riders and/or for service animals, as required by law
- i. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- j. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
- k. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

LYFT and other Lyft logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely in connection with providing the Services through the Lyft Platform ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft Marks will confer no additional interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft Marks strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that incorporate the Lyft Marks or any derivatives of the Lyft Marks other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, without limitation, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Lyft's sole discretion. If you create any materials bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Lyft Marks or derivative works based on the Lyft Marks. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform or Services infringe upon your copyrights, please visit [Copyright Policy page](#) for information on how to make a copyright complaint.

12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will

complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Lyft Platform is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Lyft Platform and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Lyft Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Services.

Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Services. Please carefully select the type of information that you post on the Lyft Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Lyft, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Lyft Platform. Any of your Information, including geolocation data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, without limitation, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "LYFT" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Lyft's star rating or cancellation threshold; (3) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Lyft.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Services, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension,

deactivation or termination of your User Account or this Agreement; payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Lyft, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or

validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one

person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Lyft will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Lyft agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Lyft, Lyft will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.
2. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; or (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission on the Fares), tips, or average hourly guarantees owed by Lyft to Drivers for Services, other than disputes relating to referral bonuses, other Lyft promotions, or consumer-

type disputes (the subset of Claims in subsections (A)-(D) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Lyft will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Lyft agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent

jurisdiction; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of law.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, however you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection. If you do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic mail to arbitrationoptout@lyft.com, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.) that is addressed to:

General Counsel
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Lyft in an individual arbitration provision, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt-out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

17. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, including User information ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain.

Notwithstanding the above, you shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Lyft, and you undertake not to hold yourself out as an employee, agent or authorized representative of Lyft.

Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Services via the Lyft Platform, or to cancel an accepted request for Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Lyft Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local drivers (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Lyft, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 185 Berry St., Suite 5000, San Francisco, CA 94107. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical address you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Services, please contact our Customer Support Team through our [Help Center](#).

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How Lyft Works

If you're like us, you love New York City, from Central Park to Williamsburg to West Village. No matter where you end up, count on Lyft for rides in minutes. The Lyft app matches you with friendly local drivers at the tap of a button. Just request and go. After the ride, simply pay through your phone.

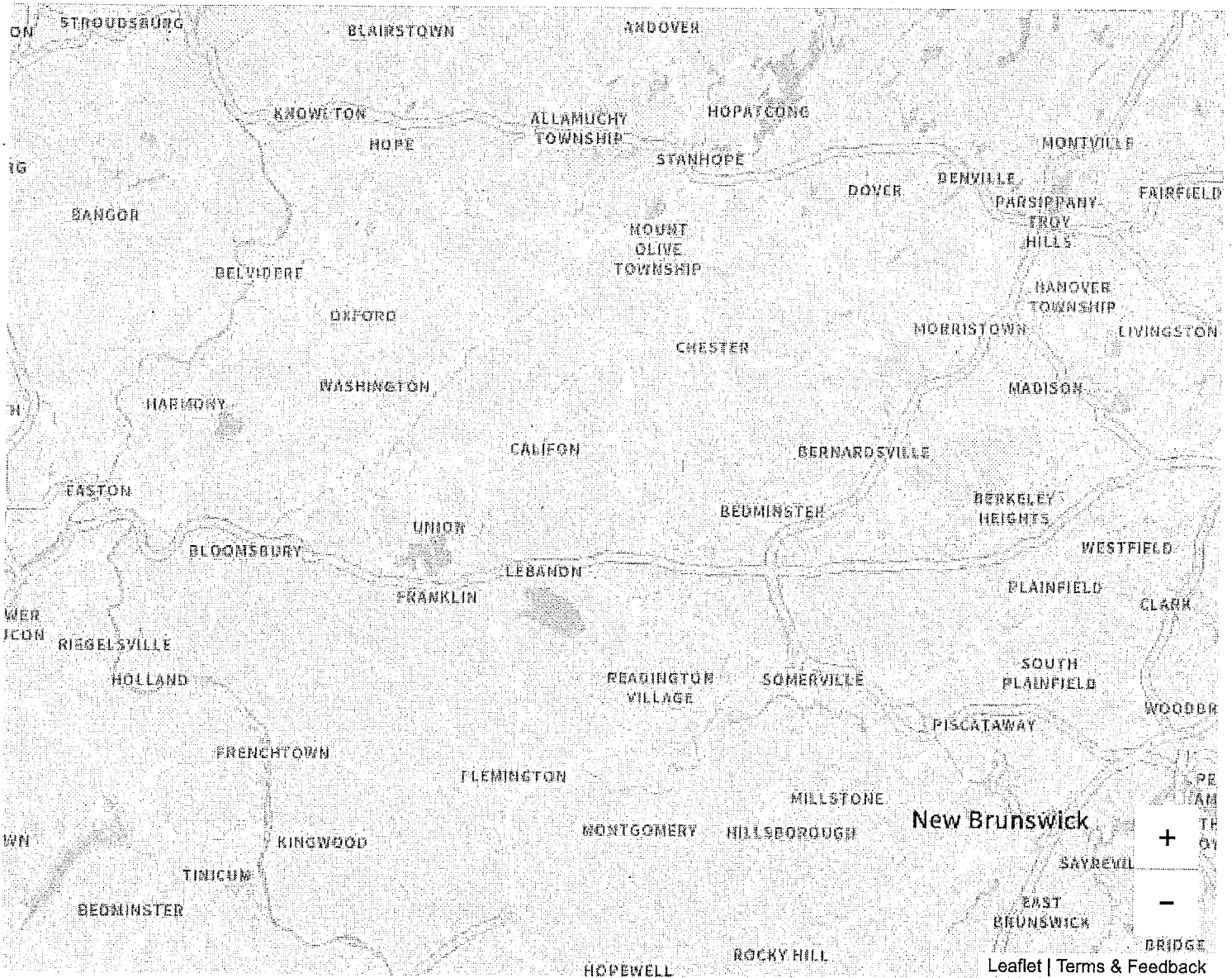
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Lyft is available 24 hours a day, 7 days a week.

Choose Lyft and get the most affordable ride in town.

Traveling to or from the airport? Lyft serves EWR, LGA and JFK.



Estimate Trip Cost

Where to? Enter a pickup and drop-off location to estimate the price of your trip. Pro-tip: Your ride

Add pickup location

Add destination

Get Estimate

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NYC: The Best Events to Check Out in October

Need to keep busy for the fall before the holidays hit? Check out our favorite events in New York during October.

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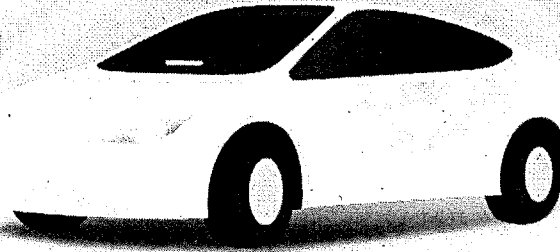
NYC Parents: Enjoy These Kid-Friendly Discounts with Lyft

School's back in session! If you're a parent, we're making it easier for you to get your little ones around the city with the Car Seat option in the Lyft app. Check out our exclusive offers below

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Five Ways to Ride



Lyft is your personal ride. Whether you're traveling solo or with up to three friends, this sedan is yours to fill.

 **3 coupons available!**



Sign Up

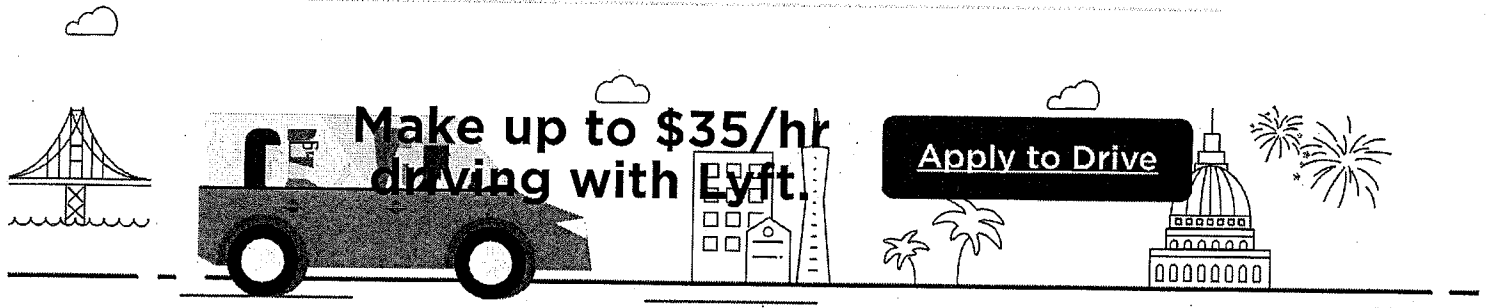
Line	Lyft	Plus	Lux	Lux SUV
Base Fare				\$2.29
Cancel Penalty				\$8.98
Cost Per Mile				\$1.58
Cost Per Minute				\$0.32
Maximum Fare				\$450.00
Minimum Fare				\$7.19
Scheduled Ride Cancel Penalty				\$8.98
Service Fee				\$0.00
Toll Fares				†Varies

Rates above do not include taxes and fees. Sales tax and Black Car Fund surcharges will

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but not inclusive of applicable fees. \$8.98 additional fare will apply to all Car Seat rides, not inclusive of any other charges, tolls, taxes or fees.



At times of high demand your fare may be subject to a 'Prime Time' multiplier to keep vehicles available. The multiplier, if any, will be communicated to you at the time of your ride request. Applicable tolls and surcharges may also be added to your fare.

†Applicable tolls, surcharges, taxes and fees may also be added to your fare. Return tolls will be added to westbound trips through or across the Holland Tunnel, Lincoln Tunnel, George Washington Bridge, Goethals Bridge, and Outerbridge Crossing. \$20 surcharge will be added to all trips between New York and New Jersey, inclusive of tolls but not inclusive of applicable fees.

‡Trips to or from Citi Field are subject to a \$1.50 event fee within two hours before and up until two hours after a scheduled event. This fee shall start applying on 9/15-9/17 and may be subject to change. For more information on this event, please visit the BKN blog post at <https://blog.lyft.com/posts/nyc-sept-events>

In some cases Lyft may quote you a fare at the time of your request instead of the variable rates above. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride.



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EXHIBIT B

EXHIBIT C



Thu, Jun 29, 2017 at 12:33 PM

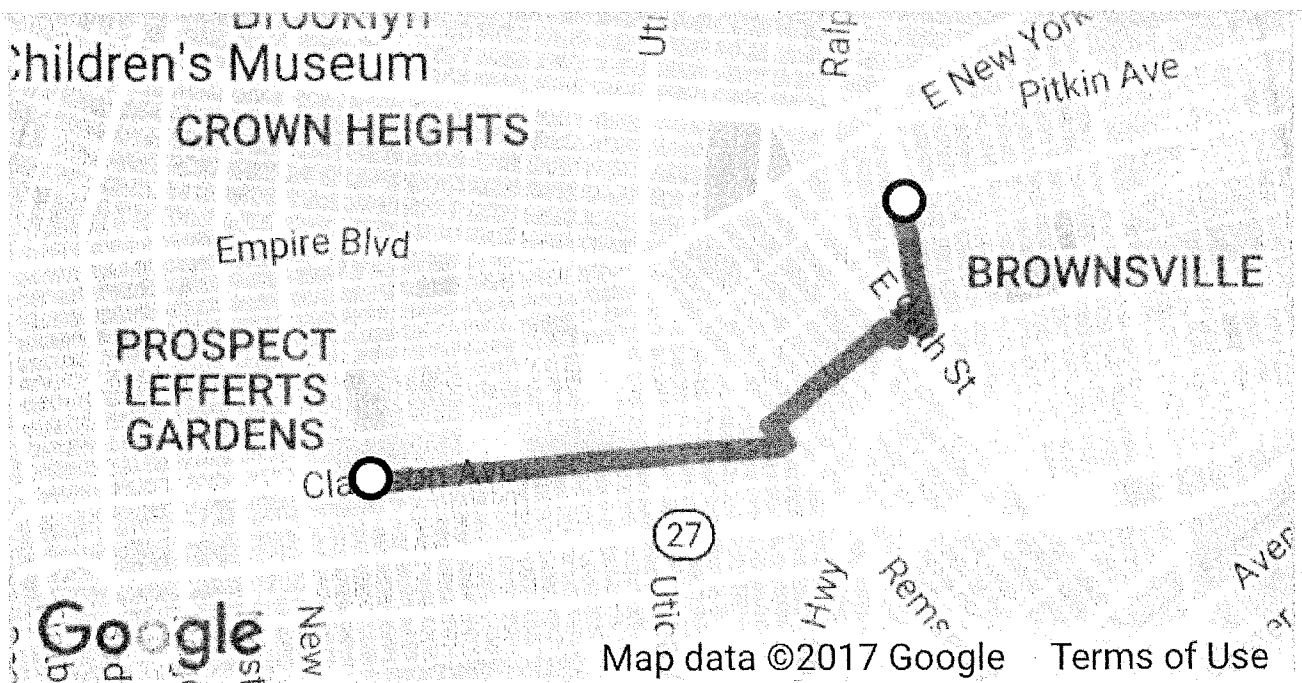
●●●●○ T-Mobile LTE

12:25 PM

📶 🔔 60% 🔋

Dashboard

Close



- **12:11 PM Picked up**
Requested at 12:06 PM
- **12:22 PM Dropped off**

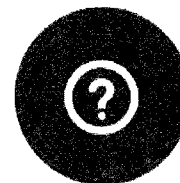
Ride earnings \$9.68
1.88 mi • 10m 56s

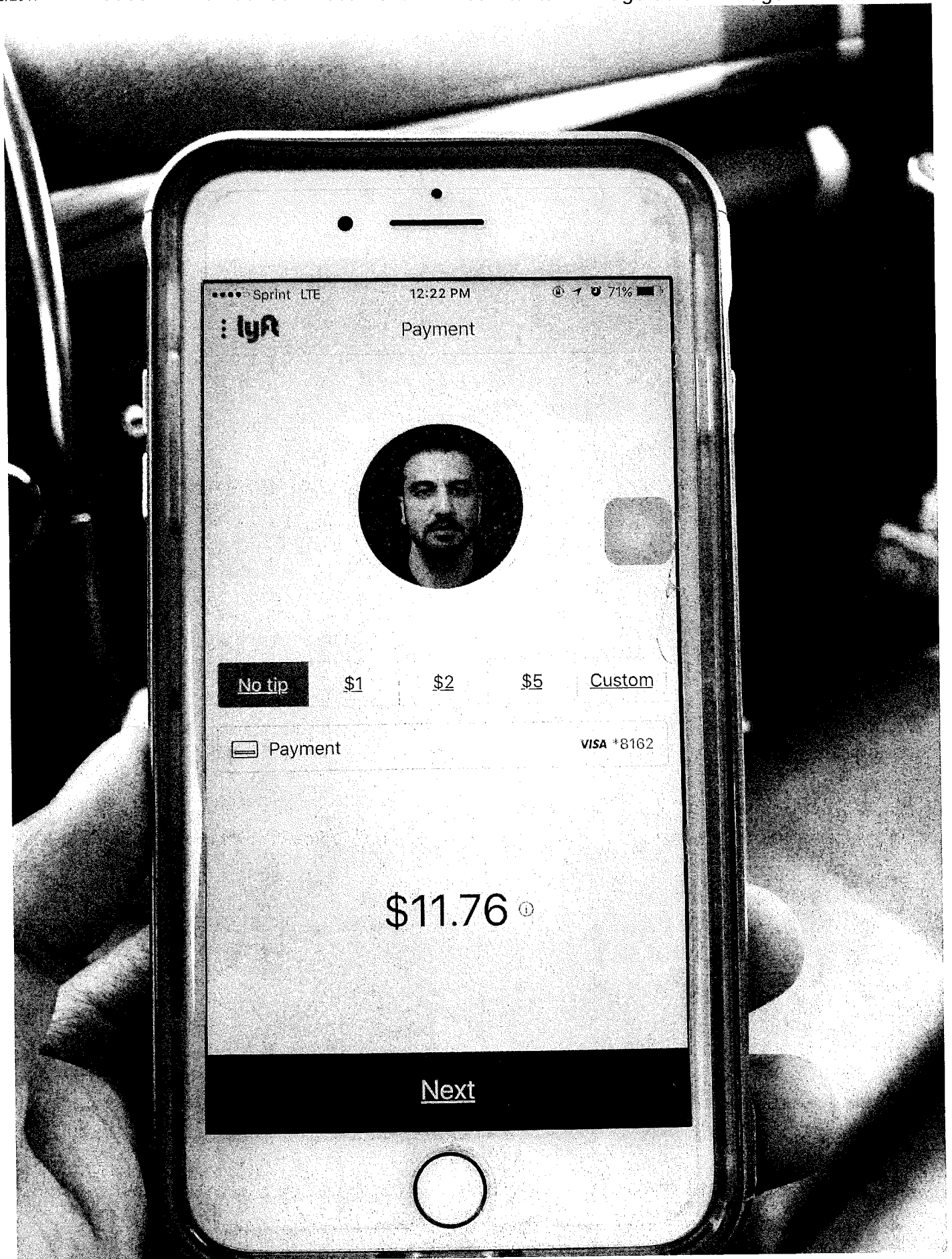
Surcharge -\$0.86

Surcharge -\$0.24

Lyft fees -\$1.94

Total Earnings \$6.64





Well wishes,
Saif Chaudhry

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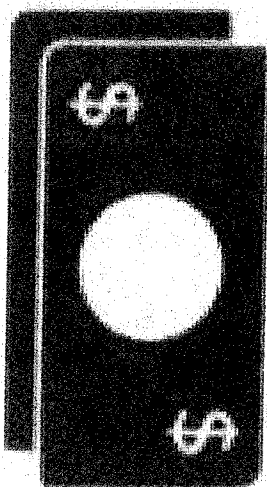
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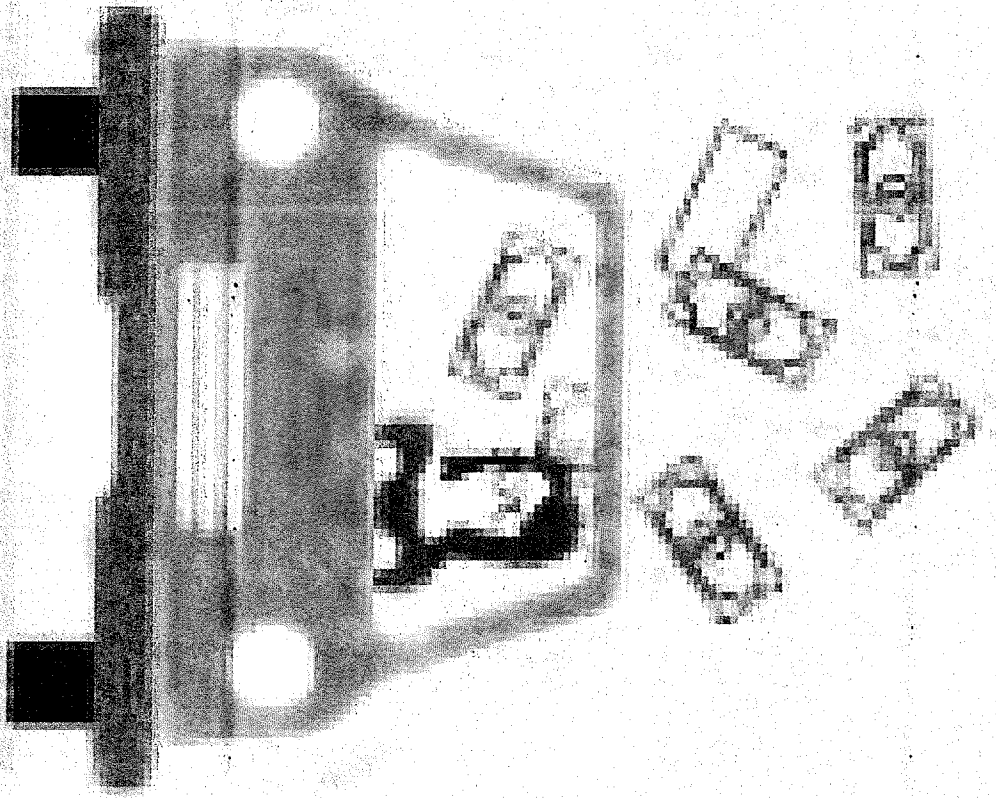


Make up to \$1500/week.

Plus up to \$5000 sign-on bonus (limited time)

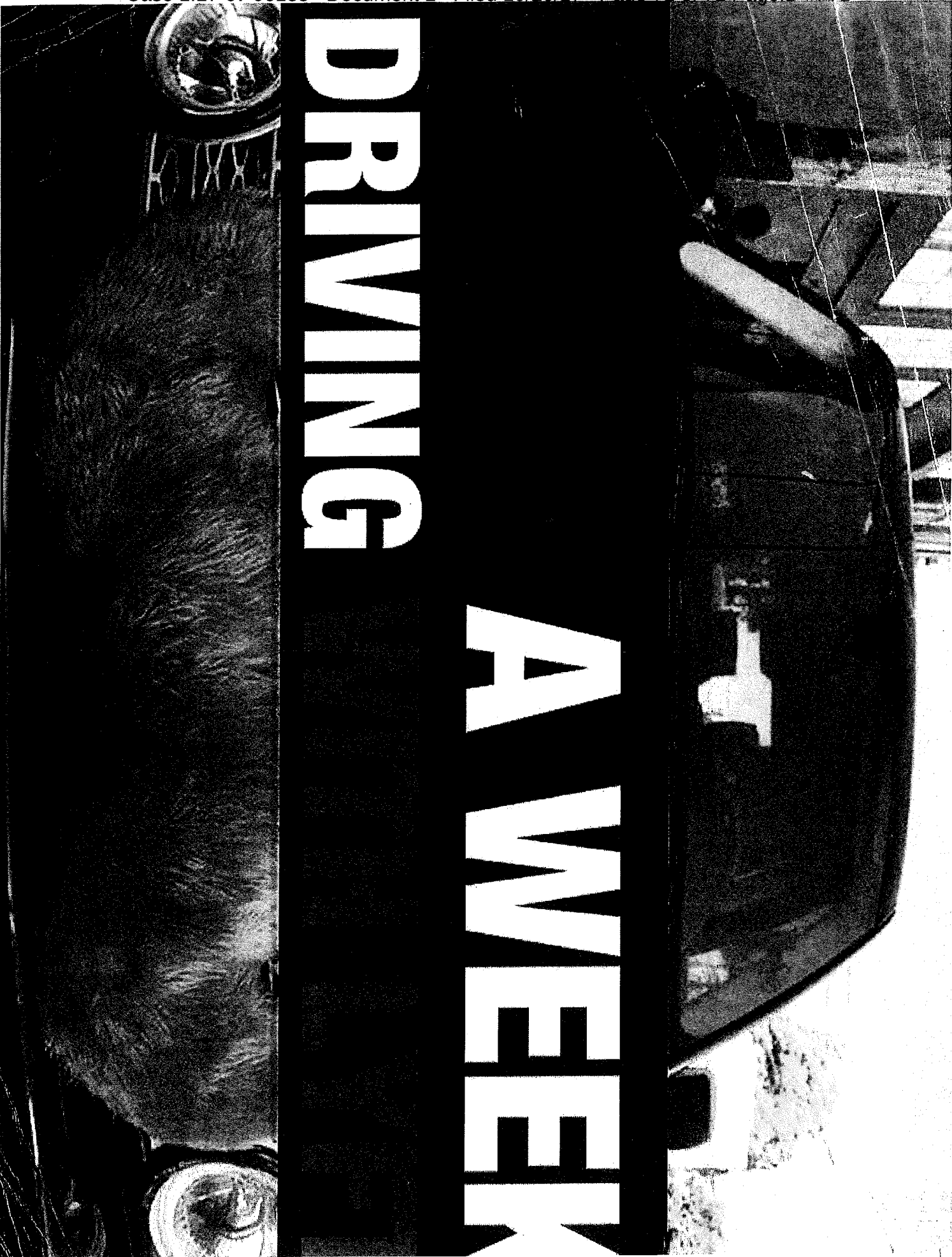
BECOME A DRIVER

USE



EARN UP TO \$1,500/WK

BECOME A DRIVER



DRIVING

AWFULLY

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lyft Accused of Failing to Pay Drivers Due Wages](#)
