

ATTACHMENT A

**SETTLEMENT AGREEMENT BETWEEN
CALIFORNIA PUBLIC UTILITIES COMMISSION'S
SAFETY AND ENFORCEMENT DIVISION AND LYFT, INC.**

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into by and among the Safety and Enforcement Division of the California Public Utilities Commission (“SED”) and Lyft, Inc. (“Lyft”). SED and Lyft may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

A. SED is a division of the California Public Utilities Commission (the “Commission” or “CPUC”) charged with enforcing compliance with the Public Utilities Code and other relevant laws, the Commission's rules, regulations and orders and decisions. SED is also responsible for assisting the Commission in promoting public safety.

B. Lyft is a transportation network company licensed by the Commission.¹

C. On November 14, 2014 the assigned Administrative Law Judge (“ALJ”) issued a ruling ordering Lyft to appear for hearing and to show cause why Lyft should not be found in contempt of Decision 13-09-045 (“ALJ Ruling”).

D. Lyft submitted its response to the ALJ Ruling on December 4, 2014. Lyft denied the allegations of the Ruling.

E. In order to enable both SED and Lyft to focus their time and resources on activities that enhance safety, and to avoid the risks and costs of further litigation, Lyft and SED have agreed to the following terms and conditions as a complete and final resolution of all issues raised in the ALJ Ruling.

AGREEMENT

1. INTENT OF SETTLEMENT AGREEMENT

1.1 This Agreement embodies the entire understanding of the Parties with respect to the matters described herein and supersedes any and all prior oral or written agreements, principles, negotiations, statements or understandings among the Parties. This Agreement resolves all disputes and disagreements between the Parties, and between Lyft and the Commission, as to facts and law, and releases Lyft, its officers, directors, employees, affiliates, and successors from all actual potential, contingent, known, and unknown claims relating to any and all actual or alleged actions or omissions with respect to all matters identified in the ALJ Ruling.

1.2 The Parties agree that no rule of construction shall apply that would require that any ambiguity in this Agreement be construed against the Party that drafted this Agreement or any provision of this Agreement.

¹ Lyft's current license is effective until April 9, 2017.

R.12-12-011 Order to Show Cause Settlement Agreement

1.3 The Parties agree that by entering into this Agreement, Lyft does not admit to any of the allegations included in the ALJ Ruling, and Lyft does not waive any rights it may have in the future to any defense against any allegation that SED or the CPUC may bring against Lyft as to violation of any rule, regulation or law.

1.4 The Parties agree that this Agreement is subject to approval by the Commission. As soon as practicable after the Parties have signed the Agreement, the Parties will jointly file a Motion for Commission Approval and Adoption of the Agreement. The Parties will furnish such additional information, documents, and/or testimony as the Commission may require in order to support the Motion and adopt this Agreement as a final settlement of disputes under the ALJ Ruling. The Parties agree to request a postponement of further proceedings related to the ALJ Ruling, including the briefs, until the Commission has ruled on the Agreement.

1.5 The Parties agree to support the Agreement and to use their best efforts to secure Commission approval of the Agreement in its entirety and without modification.

1.6 The Parties agree that, if the Commission fails to adopt the Settlement in its entirety, the Parties shall convene a settlement conference within fifteen days of the Commission's ruling to discuss whether they can resolve issues raised by the Commission. If the Parties cannot mutually agree to resolve the issues raised by the Commission, the Agreement shall be rescinded and the Parties shall be released from their obligation to support this Agreement. Thereafter, the Parties may pursue any action they deem appropriate, but agree to cooperate to establish a procedural schedule.

2. GENERAL PROVISIONS AND RESERVATIONS

2.1. The Parties intend that the Commission's adoption of this Agreement will be binding on both Parties, including their legal successors, assigns, partners, members, agents, parent or subsidiary companies, affiliates, officers, directors, and/or employees. Unless the Commission expressly provides otherwise, such adoption does not constitute approval of, or precedent for, any principle or issue in this or any future proceeding.

2.2. The provisions of this Agreement are not severable. If the Commission, or any court of competent jurisdiction, overrules or modifies as legally invalid any material provision of this Agreement, this Agreement may be considered rescinded as of the date such ruling or modification becomes final at the discretion of the Parties. The Parties agree to adhere to the provision of Section 1.6 of this Agreement in the event the Commission or a court overrules or modifies any of its material provisions.

2.3. In executing this Agreement, each Party declares and mutually agrees that the terms and conditions herein are reasonable, consistent with the law, and in the public interest.

2.4. This Agreement may be executed in any number of separate counterparts by the Parties hereto with the same effect as if both Parties had signed one and the same document. All such counterparts shall be deemed to be an original and shall together constitute one and the same Agreement.

2.5. This Agreement shall become effective and binding on the Parties as of the date it is approved by the Commission.

2.6. This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to, matters of validity, construction, effect, performance, and remedies.

3. SETTLEMENT OF ALLEGED VIOLATIONS

3.1. The Parties hereby agree that all alleged violations and unsatisfactory conditions alleged in the ALJ Ruling have been fully and finally resolved.

3.2. Lyft shall make a payment of \$30,000, payable to the Commission, within 10 days of the Commission's adoption of this Agreement.

3.3 Lyft agrees to meet with SED at least thirty days prior to the due date of the annual reports required in Decision ("D.") 13-09-045, for purposes of confirming that Lyft has full understanding of the reporting requirements as specified in D.13-09-045. In the event that the Commission modifies the reporting requirements as specified in D.13-09-045, this provision shall also pertain to any ruling or decision of the Commission that approves any modifications to the reporting requirements as specified in D.13-09-045.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the latest date written below.

SAFETY & ENFORCEMENT DIVISION LYFT

By: /s/ DENISE TYRRELL

By: /s/ GREGORY L. WHEATLAND

Denise Tyrrell, Interim Executive Director
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(End of Attachment A)