UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2023

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _______ to _______

Commission File Number: 001-38846

Lyft, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**20-8809830**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

185 Berry Street, Suite 400
San Francisco, California 94107
(Address of registrant's principal executive offices, including zip code)

(844) 250-2773
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value of $0.00001 per share	LYFT	Nasdaq Global Select Market

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 7, 2023, the number of shares of the registrant's Class A common stock outstanding was 377,635,336 and the number of shares of the registrant's Class B common stock outstanding was 8,602,629.

Table of Contents

		Page
PART I	FINANCIAL INFORMATION	3
Item 1.	Condensed Consolidated Financial Statements (unaudited)	3
	Condensed Consolidated Balance Sheets as of June 30, 2023 and December 31, 2022	3
	Condensed Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2023 and 2022	4
	Condensed Consolidated Statements of Comprehensive Loss for the Three and Six Months Ended June 30, 2023 and 2022	5
	Condensed Consolidated Statements of Stockholders' Equity for the Three and Six Months Ended June 30, 2023 and 2022	6
	Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2023 and 2022	8
	Notes to Condensed Consolidated Financial Statements	10
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	42
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	56
Item 4.	Controls and Procedures	56
PART II	OTHER INFORMATION	58
Item 1.	Legal Proceedings	58
Item 1A.	Risk Factors	58
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	98
Item 3.	Defaults Upon Senior Securities	98
Item 4.	Mine Safety Disclosures	98
Item 5.	Other Information	98
Item 6.	Exhibits	99
	Signatures	100

NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this Quarterly Report on Form 10-Q include statements about:

- our future financial performance, including our expectations regarding our revenue, cost of revenue, operating expenses, capital expenditures, our ability to determine insurance, legal and other reserves and our ability to achieve and maintain future profitability;
- our restructuring actions, including the costs of such actions and the impact of such actions on our business and financial performance;
- the sufficiency of our cash, cash equivalents and short-term investments to meet our liquidity needs;
- the demand for our platform or for Transportation-as-a-Service networks in general;
- our ability to attract and retain drivers and riders;
- our ability to develop new offerings and bring them to market in a timely manner and make enhancements to our platform;
- our ability to compete with existing and new competitors in existing and new markets and offerings;
- our prices and pricing methodologies and our expectations for the impact of pricing on our competitive position and our financial results;
- our expectations regarding outstanding and potential litigation, including with respect to the classification of drivers on our platform;
- our expectations regarding the effects of existing and developing laws and regulations, including with respect to the classification of drivers on our platform, taxation, privacy and data protection;
- our ability to manage and insure risks associated with our Transportation-as-a-Service network, including auto-related and operations-related risks, and our expectations regarding insurance costs and estimated insurance reserves;
- our expectations regarding new and evolving markets and our efforts to address these markets;
- our ability to develop and protect our brand;
- our ability to maintain the security and availability of our platform;
- our expectations and management of future growth and business operations;
- our expectations concerning relationships with third-parties;
- our ability to maintain, protect and enhance our intellectual property;
- our expectations concerning macroeconomic conditions, including the impact of inflation, uncertainty in the global banking and financial services markets and the COVID-19 pandemic;
- our ability to service our existing debt; and
- our ability to successfully acquire and integrate companies and assets.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors, including those described in the section titled “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements

contained in this Quarterly Report on Form 10-Q. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

Lyft, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except for share and per share data)
(unaudited)

	June 30, 2023	December 31, 2022
Assets		
Current assets		
Cash and cash equivalents	$ 638,434	$ 281,090
Short-term investments	1,059,730	1,515,702
Prepaid expenses and other current assets	781,154	786,067
Total current assets	2,479,318	2,582,859
Restricted cash and cash equivalents	365,849	109,368
Restricted investments	632,497	1,027,506
Other investments	39,870	26,390
Property and equipment, net	472,416	313,402
Operating lease right of use assets	105,818	135,213
Intangible assets, net	68,294	76,208
Goodwill	260,810	261,582
Other assets	21,361	23,903
Total assets	$ 4,446,233	$ 4,556,431
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	$ 62,235	$ 107,801
Insurance reserves	1,309,517	1,417,350
Accrued and other current liabilities	1,606,572	1,561,609
Operating lease liabilities — current	42,115	45,803
Total current liabilities	3,020,439	3,132,563
Operating lease liabilities	154,381	176,356
Long-term debt, net of current portion	808,060	803,207
Other liabilities	76,310	55,637
Total liabilities	4,059,190	4,167,763
Commitments and contingencies (Note 7)		
Stockholders' equity		
Preferred stock, $0.00001 par value; 1,000,000,000 shares authorized as of June 30, 2023 and December 31, 2022; no shares issued and outstanding as of June 30, 2023 and December 31, 2022	—	—
Common stock, $0.00001 par value; 18,000,000,000 Class A shares authorized as of June 30, 2023 and December 31, 2022; 377,634,274 and 361,552,359 Class A shares issued and outstanding, as of June 30, 2023 and December 31, 2022, respectively; 100,000,000 Class B shares authorized as of June 30, 2023 and December 31, 2022; 8,602,629 Class B shares issued and outstanding, as of June 30, 2023 and December 31, 2022	4	4
Additional paid-in capital	10,633,368	10,335,013
Accumulated other comprehensive income (loss)	(3,823)	(5,754)
Accumulated deficit	(10,242,506)	(9,940,595)
Total stockholders' equity	387,043	388,668
Total liabilities and stockholders' equity	$ 4,446,233	$ 4,556,431

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Condensed Consolidated Statements of Operations
(in thousands, except for per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue	$ 1,020,906	$ 990,748	$ 2,021,454	$ 1,866,323
Costs and expenses				
Cost of revenue	606,599	650,356	1,155,591	1,090,650
Operations and support	107,649	105,314	206,575	203,914
Research and development	154,612	201,768	351,516	394,522
Sales and marketing	109,167	140,754	225,108	267,083
General and administrative	201,398	265,731	457,938	482,672
Total costs and expenses	1,179,425	1,363,923	2,396,728	2,438,841
Loss from operations	(158,519)	(373,175)	(375,274)	(572,518)
Interest expense	(6,151)	(4,960)	(11,584)	(9,509)
Other income (expense), net	53,075	953	90,290	10,716
Loss before income taxes	(111,595)	(377,182)	(296,568)	(571,311)
Provision for (benefit from) income taxes	2,667	64	5,343	2,867
Net loss	$ (114,262)	$ (377,246)	$ (301,911)	$ (574,178)
Net loss per share, basic and diluted	$ (0.30)	$ (1.08)	$ (0.80)	$ (1.65)
Weighted-average number of shares outstanding used to compute net loss per share, basic and diluted	381,884	350,526	377,828	348,553
Stock-based compensation included in costs and expenses:				
Cost of revenue	$ 7,503	$ 10,085	$ 18,272	$ 20,007
Operations and support	3,981	6,306	9,909	11,896
Research and development	49,351	91,148	142,856	171,913
Sales and marketing	7,953	12,008	19,637	22,580
General and administrative	45,138	57,097	103,635	103,991

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(in thousands)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss	$ (114,262)	$ (377,246)	$ (301,911)	$ (574,178)
Other comprehensive income (loss)				
Foreign currency translation adjustment	496	(145)	545	592
Unrealized gain (loss) on marketable securities, net of taxes	(28)	(631)	1,386	(9,069)
Other comprehensive income (loss)	468	(776)	1,931	(8,477)
Comprehensive loss	$ (113,794)	$ (378,022)	$ (299,980)	$ (582,655)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(in thousands)
(unaudited)

	Six Months Ended June 30, 2022					
	Class A and Class B Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balances as of December 31, 2021	344,938	$ 3	$ 9,706,293	$ (8,362,572)	$ (2,511)	$ 1,341,213
Adjustments related to the adoption of ASU 2020-06	—	—	(139,958)	6,488	—	(133,470)
Issuance of common stock upon exercise of stock options	65	—	90	—	—	90
Issuance of common stock upon settlement of restricted stock units	3,602	—	—	—	—	—
Shares withheld related to net share settlement	(44)	—	(1,807)	—	—	(1,807)
Stock-based compensation	—	—	156,595	—	—	156,595
Other comprehensive loss	—	—	—	—	(7,701)	(7,701)
Net loss	—	—	—	(196,932)	—	(196,932)
Balances as of March 31, 2022	348,561	$ 3	$ 9,721,213	$ (8,553,016)	$ (10,212)	$ 1,157,988
Issuance of common stock upon exercise of stock options	31	—	313	—	—	313
Issuance of common stock upon settlement of restricted stock units	3,526	1	—	—	—	1
Shares withheld related to net share settlement	(90)	—	(1,742)	—	—	(1,742)
Issuance of common stock under employee stock purchase plan	703	—	11,945	—	—	11,945
Stock-based compensation	—	—	176,644	—	—	176,644
Other comprehensive income (loss)	—	—	—	—	(776)	(776)
Net loss	—	—	—	(377,246)	—	(377,246)
Other	—	—	140	—	—	140
Balance as of June 30, 2022	352,731	$ 4	$ 9,908,513	$ (8,930,262)	$ (10,988)	$ 967,267

	Six Months Ended June 30, 2023					
	Class A and Class B Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2022	370,155	$ 4	$ 10,335,013	$ (9,940,595)	$ (5,754)	$ 388,668
Issuance of common stock upon exercise of stock options	82	—	297	—	—	297
Issuance of common stock upon settlement of restricted stock units	7,985	—	—	—	—	—
Shares withheld related to net share settlement	(103)	—	(1,166)	—	—	(1,166)
Stock-based compensation	—	—	180,383	—	—	180,383
Other comprehensive income (loss)	—	—	—	—	1,463	1,463
Net loss	—	—	—	(187,649)	—	(187,649)
Balance as of March 31, 2023	378,119	$ 4	$ 10,514,527	$ (10,128,244)	$ (4,291)	$ 381,996
Issuance of common stock upon exercise of stock options	2	—	7	—	—	7
Issuance of common stock upon settlement of restricted stock units	7,431	—	—	—	—	—
Shares withheld related to net share settlement	(82)	—	(661)	—	—	(661)
Issuance of common stock under employee stock purchase plan	767	—	5,569	—	—	5,569
Stock-based compensation	—	—	113,926	—	—	113,926
Other comprehensive income (loss)	—	—	—	—	468	468
Net loss	—	—	—	(114,262)	—	(114,262)
Balance as of June 30, 2023	386,237	$ 4	$ 10,633,368	$ (10,242,506)	$ (3,823)	$ 387,043

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2023	2022
Cash flows from operating activities		
Net loss	$ (301,911)	$ (574,178)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	55,841	60,907
Stock-based compensation	294,309	330,387
Amortization of premium on marketable securities	87	1,908
Accretion of discount on marketable securities	(28,386)	(3,727)
Amortization of debt discount and issuance costs	1,374	1,347
Gain on sale and disposal of assets, net	(8,902)	(31,866)
Other	(8,391)	313
Changes in operating assets and liabilities, net effects of acquisition		
Prepaid expenses and other assets	18,978	(124,520)
Operating lease right-of-use assets	17,646	27,113
Accounts payable	(49,404)	(35,783)
Insurance reserves	(107,833)	166,275
Accrued and other liabilities	(19,091)	33,547
Lease liabilities	(8,330)	(29,254)
Net cash used in operating activities	(144,013)	(177,531)
Cash flows from investing activities		
Purchases of marketable securities	(1,192,689)	(1,262,318)
Purchases of term deposits	—	(10,046)
Proceeds from sales of marketable securities	294,115	357,788
Proceeds from maturities of marketable securities	1,772,926	713,593
Proceeds from maturities of term deposits	5,000	380,046
Purchases of property and equipment and scooter fleet	(88,975)	(53,310)
Cash paid for acquisitions, net of cash acquired	1,630	(146,334)
Sales of property and equipment	48,843	43,704
Net cash provided by (used in) investing activities	840,850	23,123
Cash flows from financing activities		
Repayment of loans	(48,451)	(26,680)
Proceeds from exercise of stock options and other common stock issuances	5,873	12,349
Taxes paid related to net share settlement of equity awards	(1,827)	(3,549)
Principal payments on finance lease obligations	(24,852)	(15,728)
Contingent consideration paid	(14,100)	—
Net cash used in financing activities	(83,357)	(33,608)
Effect of foreign exchange on cash, cash equivalents and restricted cash and cash equivalents	345	(121)
Net increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	613,825	(188,137)
Cash, cash equivalents and restricted cash and cash equivalents		
Beginning of period	391,822	531,193
End of period	$ 1,005,647	$ 343,056

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2023	2022
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents to the consolidated balance sheets		
Cash and cash equivalents	$ 638,434	$ 239,299
Restricted cash and cash equivalents	365,849	102,099
Restricted cash, included in prepaid expenses and other current assets	1,364	1,658
Total cash, cash equivalents and restricted cash and cash equivalents	$ 1,005,647	$ 343,056
Non-cash investing and financing activities		
Financed vehicles acquired, net of principal payments	$ 119,645	$ 63,030
Purchases of property and equipment, and scooter fleet not yet settled	13,362	14,604
Contingent consideration	—	14,100
Right-of-use assets acquired under finance leases	34,729	8,916
Right-of-use assets acquired under operating leases	3,100	327
Remeasurement of finance and operating lease right of use assets	(2,242)	225

The accompanying notes are an integral part of these condensed consolidated financial statements.

Lyft, Inc.
Notes to the Condensed Consolidated Financial Statements

(unaudited)

1. Description of Business and Basis of Presentation

Organization and Description of Business

Lyft, Inc. (the "Company" or "Lyft") is incorporated in Delaware with its headquarters in San Francisco, California. The Company operates multimodal transportation networks in the United States and Canada that offer access to a variety of transportation options through the Company's platform and mobile-based applications. This network enables multiple modes of transportation including the facilitation of peer-to-peer ridesharing by connecting drivers who have a vehicle with riders who need a ride. The Lyft Platform provides a marketplace where drivers can be matched with riders via the Lyft App where the Company operates as a transportation network company ("TNC").

Transportation options through the Company's platform and mobile-based applications are substantially comprised of its ridesharing marketplace that connects drivers and riders in cities across the United States and in select cities in Canada, Lyft's network of bikes and scooters ("Light Vehicles"), the Express Drive program, where drivers can enter into short-term rental agreements with the Company's wholly-owned subsidiary, Flexdrive Services, LLC ("Flexdrive"), or a third party for vehicles that may be used to provide ridesharing services on the Lyft Platform, and Lyft Rentals, the Company's consumer offering for users who want to rent a car through third party partners. In addition, the Company makes the ridesharing marketplace available to organizations through Lyft Business offerings, such as the Concierge and Lyft Pass programs, and generates revenue from licensing and data access agreements associated with the data from the Company's platform, subscription fees, and revenue from bikes and bike station hardware and software sales.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") and the U.S. Securities and Exchange Commission ("SEC") rules and regulations for interim reporting and include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the audited consolidated financial statements and the related notes thereto as of and for the year ended December 31, 2022, included in our Annual Report on Form 10-K.

The Company uses the U.S. dollar predominantly as the functional currency of its foreign subsidiaries. For foreign subsidiaries where the U.S. dollar is the functional currency, gains and losses from remeasurement of foreign currency balances into U.S. dollars are included on the condensed consolidated statements of operations. For the foreign subsidiary where the local currency is the functional currency, translation adjustments of foreign currency financial statements into U.S. dollars are recorded to a separate component of accumulated other comprehensive loss.

The consolidated balance sheet as of December 31, 2022 included herein was derived from the audited financial statements as of that date. The accompanying unaudited condensed consolidated financial statements have been prepared on the same basis as the annual audited consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to state fairly the Company's financial position, results of operations, comprehensive loss, stockholders' equity, and cash flows for the periods presented, but are not necessarily indicative of the results of operations to be anticipated for any future annual or interim period.

Reclassification

Certain insignificant amounts in the non-cash investing and financing activities supplemental information on the condensed consolidated statements of cash flow for the six months ended June 30, 2022 have been conformed to the current year presentation. This reclassification did not impact any other amounts on the condensed consolidated statements of cash flows, including the cash flows from operating, investing, and financing activities. The remaining condensed consolidated financial statements were not impacted by this reclassification.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and reported amounts of revenues and expenses during the reporting periods. The Company bases its estimates on various factors and information which may include, but are not limited to, history

and prior experience, expected future results, new related events and economic conditions, which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results could differ materially from those estimates.

Significant items subject to estimates and assumptions include those related to losses resulting from insurance claims, fair value of financial assets and liabilities, goodwill and identifiable intangible assets, leases, indirect tax obligations, legal contingencies, valuation allowance for deferred income taxes, and the valuation of stock-based compensation.

Revenue Recognition

The Company generates its revenue from its multimodal transportation networks that offer access to a variety of transportation options through the Lyft Platform and mobile-based applications. Substantially all, or approximately 85% or more, of the Company's revenue is generated from its ridesharing marketplace that connects drivers and riders and is recognized in accordance with Accounting Standards Codification Topic 606 ("ASC 606"). In addition, the Company generates revenue in accordance with ASC 606 from licensing and data access, subscription fees and revenue from bikes and bike station hardware and software sales, which are not material components of the Company's condensed consolidated revenues. The Company also generates rental revenue from Flexdrive and its network of Light Vehicles which is recognized in accordance with Accounting Standards Codification Topic 842 ("ASC 842").

The table below presents the Company's revenues as included on the condensed consolidated statements of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue from contracts with customers (ASC 606)	$ 940,958	$ 914,547	$ 1,893,655	$ 1,732,646
Rental revenue (ASC 842)	79,948	76,201	127,799	133,677
Total revenue	$ 1,020,906	$ 990,748	$ 2,021,454	$ 1,866,323

Revenue from Contracts with Customers (ASC 606)

The Company recognizes revenue for its rideshare marketplace in accordance with ASC 606. The Company generates revenue from service fees and commissions (collectively, "fees") paid by drivers for use of the Lyft Platform and related activities to connect drivers with riders to facilitate and successfully complete rides via the Lyft App where the Company operates as a TNC. The Company recognizes revenue upon completion of each ride. Drivers enter into terms of service ("ToS") with the Company in order to use the Lyft Driver App. Under the ToS, drivers agree that the Company retains the applicable fee as consideration for their use of the Lyft Platform and related activities from the fare and related charges it collects from riders on behalf of drivers. The Company is acting as an agent in facilitating the ability of a driver to provide a transportation service to a rider. The Company reports revenue on a net basis, reflecting the fee owed to the Company from a driver as revenue, and not the gross amount collected from the rider.

As the Company's customary business practice, a contract exists between the driver and the Company when the driver's ability to cancel the ride lapses, which typically is upon pickup of the rider. The Company's single performance obligation in the transaction is to connect drivers with riders to facilitate the completion of a successful transportation service for riders. The Company recognizes revenue upon completion of a ride as its performance obligation is satisfied upon the completion of the ride. The Company collects the fare and related charges from riders on behalf of drivers using the rider's pre-authorized credit card or other payment mechanism and retains its fees before making the remaining disbursement to drivers; thus, the driver's ability and intent to pay is not subject to significant judgment.

The Company recognizes revenue from subscription fees paid to access transportation options through the Lyft Platform and mobile-based applications over the applicable subscription period in accordance with ASC 606. The Company also recognizes revenue from bikes, bike station hardware and software sales in accordance with ASC 606.

The Company generates revenue from licensing and data access agreements. The Company is primarily responsible for fulfilling its promise to provide rideshare data and access to Flexdrive vehicles and bears the fulfillment risk, and the responsibility of providing the data, over the license period. The Company is acting as a principal in delivering the data and access licenses and presents revenue on a gross basis. Consideration allocated to each performance obligation, the data delivery and vehicle access, is determined by assigning the relative fair value to each of the performance obligations. Revenue is recorded upon delivery of the rideshare data and ratably over the quarter for access to fleet vehicles as the Company's respective performance obligation is satisfied upon the delivery of each. These revenues are not material to the Company's consolidated revenue.

Rental Revenue (ASC 842)

The Company generates rental revenues primarily from Flexdrive and its network of Light Vehicles. Rental revenues are recognized for rental and rental related activities where an identified asset is transferred to the customer and the customer has the ability to control that asset in accordance with ASC 842.

The Company operates a fleet of rental vehicles through its independently managed subsidiary, Flexdrive, comprised of both owned vehicles and vehicles leased from third-party leasing companies. The Company either leases or subleases vehicles to drivers, and as a result, the Company considers itself to be the accounting lessor or sublessor, as applicable, in these arrangements in accordance with ASC 842. Fleet operating costs include monthly fixed lease payments and other vehicle operating or ownership costs, as applicable. For vehicles that are subleased, sublease income and head lease expense for these transactions are recognized on a gross basis on the condensed consolidated financial statements. Drivers who rent vehicles are charged rental fees, which the Company collects from the driver by deducting such amounts from the driver's earnings on the Lyft Platform.

The Company owns and operates its Light Vehicles in some cities and operates city-owned Light Vehicles in other cities. Though the specific terms of arrangements with cities vary, the Company earns operations fees from cities or shares revenue generated by the systems with cities. Light Vehicle revenue is accounted for under ASC 842 for single-use rides. A single-use ride allows the user to select a specific Light Vehicle at the time the arrangement is entered into and provides the user the right to control the selected Light Vehicle for the desired term of the arrangement.

Due to the short-term nature of the Flexdrive and Light Vehicle transactions, the Company classifies these rentals as operating leases. Revenue generated from single-use ride fees paid by Light Vehicle riders is recognized upon completion of each related ride. Revenue generated from Flexdrive is recognized evenly over the rental period, which is typically seven days or less.

Enterprise and Trade Receivables

The Company collects any fees owed for completed transactions on the Lyft Platform primarily from the rider's authorized payment method. Uncollected fees are included in prepaid expenses and other current assets on the condensed consolidated balance sheets and represent receivables from (i) participants in the Company's enterprise programs ("Enterprise Users"), where the transactions have been completed and the amounts owed from the Enterprise Users have either been invoiced or are unbilled as of the reporting date; and (ii) riders where the authorized payment method is a credit card but the fare amounts have not yet settled with third-party payment processors. Under the ToS, drivers agree that the Company retains the applicable fee as consideration for their use of the Lyft Platform and related activities from the fare and related charges it collects from riders on behalf of drivers. Accordingly, the Company has no trade receivables from drivers. The portion of the fare receivable to be remitted to drivers is included in accrued and other current liabilities on the condensed consolidated balance sheets.

The Company records an allowance for credit losses for fees owed for completed transactions that may never settle or be collected in accordance with Accounting Standards Update No. 2016-13 "Financial Instruments—Credit Losses". The allowance for credit losses reflects the Company's current estimate of expected credit losses inherent in the enterprise and trade receivables balance. In determining the expected credit losses, the Company considers its historical loss experience, the aging of its receivable balance, current economic and business conditions, and anticipated future economic events that may impact collectability. The Company reviews its allowance for credit losses periodically and as needed, and amounts are written off when determined to be uncollectible.

The Company's receivable balance, which consists primarily of amounts due from Enterprise Users, was $323.7 million and $278.9 million as of June 30, 2023 and December 31, 2022, respectively. The Company's allowance for credit losses was $8.5 million and $11.6 million as of June 30, 2023 and December 31, 2022, respectively. The change in the allowance for credit losses for the six months ended June 30, 2023 was immaterial.

Incentive Programs

The Company offers incentives to attract drivers, riders and Light Vehicle riders to use the Lyft Platform. Drivers generally receive cash incentives while riders and Light Vehicle riders generally receive free or discounted rides under such incentive programs. Incentives provided to drivers and Light Vehicle riders, the customers of the Company, are accounted for as a reduction of the transaction price. As the riders are not the Company's customers, incentives provided to riders are generally recognized as sales and marketing expense except for certain pricing programs described below.

Driver Incentives

The Company offers various incentive programs to drivers, including minimum guaranteed payments, volume-based discounts and performance-based bonus payments. These driver incentives are similar to retrospective volume-based rebates and represent variable consideration that is typically settled within a week. The Company reduces the transaction price by the

estimated amount of the incentives expected to be paid upon completion of the performance criteria by applying the most likely outcome method. Therefore, such driver incentives are recorded as a reduction to revenue. Driver incentives are recorded as a reduction to revenue if the Company does not receive a distinct good or service in exchange for the payment or cannot reasonably estimate the fair value of the good or service received. Driver incentives for referring new drivers or riders are accounted for as sales and marketing expense. The amount recorded as an expense is the lesser of the amount of the payment or the established fair value of the benefit received. The fair value of the benefit is established using amounts paid to third parties for similar services.

Rideshare Rider Incentives

The Company has several rideshare rider incentive programs, which are offered to encourage rider activity on the Lyft Platform. Generally, the rider incentive programs are as follows:

(i) *Market-wide marketing promotions.* Market-wide promotions reduce the fare charged by drivers to riders for all or substantially all rides in a specific market. This type of incentive effectively reduces the overall pricing of the service provided by drivers for that specific market and the gross fare charged by the driver to the rider, and thereby results in a lower fee earned by the Company. Accordingly, the Company records this type of incentive as a reduction to revenue at the date it records the corresponding revenue transaction.

(ii) *Targeted marketing promotions.* Targeted marketing promotions are used to promote the use of the Lyft Platform to a targeted group of riders. An example is a promotion where the Company offers a number of discounted rides (capped at a given number of rides) which are valid only during a limited period of time to a targeted group of riders. The Company believes that the incentives that provide consideration to riders to be applied to a limited number of rides are similar to marketing coupons. These incentives differ from the market-wide marketing promotions because they do not reduce the overall pricing of the service provided by drivers for a specific market. During the promotion period, riders not utilizing an incentive would be charged the full fare. These incentives represent marketing costs. When a rider redeems the incentive, the Company recognizes revenue equal to the transaction price and the cost of the incentive is recorded as sales and marketing expense.

(iii) *Rider referral programs.* Under the rider referral program, the referring rider (the referrer) earns referral coupons when a new rider (the referee) completes their first ride on the Lyft Platform. The Company records the incentive as a liability at the time the incentive is earned by the referrer with the corresponding charge recorded to sales and marketing expense. Referral coupons typically expire within one year. The Company estimates breakage using its historical experience. As of June 30, 2023 and December 31, 2022, the rider referral coupon liability was not material.

Light Vehicle Rider Incentives

Incentives offered to Light Vehicle riders were not material for the three and six months ended June 30, 2023 and 2022.

For the three and six months ended June 30, 2023, in relation to the driver, rider and Light Vehicle riders incentive programs, the Company recorded $310.0 million and $613.6 million as a reduction to revenue and $23.6 million and $46.9 million as sales and marketing expense. For the three and six months ended June 30, 2022, in relation to the driver, rider and Light Vehicle riders incentive programs, the Company recorded $397.2 million and $747.1 million as a reduction to revenue and $32.6 million and $57.5 million as sales and marketing expense.

Investments

Debt Securities

The Company's accounting for its investments in debt securities is based on the legal form of the security, the Company's intended holding period for the security, and the nature of the transaction. Investments in debt securities include commercial paper, certificates of deposit, corporate bonds, and U.S. government securities. Investments in debt securities are classified as available-for-sale and are recorded at fair value.

The Company considers an available-for-sale debt security to be impaired if the fair value of the investment is less than its amortized cost basis. The entire difference between the amortized cost basis and the fair value of the Company's available-for-sale debt securities is recognized on the condensed consolidated statements of operations as an impairment if, (i) the fair value of the security is below its amortized cost and (ii) the Company intends to sell or is more likely than not required to sell the security before recovery of its amortized cost basis. If neither criterion is met, the Company evaluates whether the decline in fair value is due to credit losses or other factors. In making this assessment, the Company considers the extent to which the security's fair value is less than amortized cost, changes to the rating of the security by third-party rating agencies, and adverse conditions specific to the security, among other factors. If the Company's assessment indicates that a credit loss exists, the credit loss is measured based on the Company's best estimate of the cash flows expected to be collected. When

developing its estimate of cash flows expected to be collected, the Company considers all available information relevant to the collectability of the security, including past events, current conditions, and reasonable and supportable forecasts.

Credit loss impairments are recognized through an allowance for credit losses adjustment to the amortized cost basis of the debt securities on the balance sheet with an offsetting credit loss expense on the condensed consolidated statements of operations. Impairments related to factors other than credit losses are recognized as an adjustment to the amortized cost basis of the security and an offsetting amount in accumulated other comprehensive income (loss), net of tax. As of June 30, 2023, the Company had not recorded any credit impairments. The Company determines realized gains or losses on the sale of debt securities on a specific identification method.

The Company's investments in debt securities include:

(i) *Cash and cash equivalents.* Cash equivalents include certificates of deposits, commercial paper and corporate bonds that have an original maturity of 90 days or less and are readily convertible to known amounts of cash.

(ii) *Short-term investments.* Short-term investments are comprised of commercial paper, certificates of deposit, and corporate bonds, which mature in twelve months or less. As a result, the Company classifies these investments as current assets in the accompanying condensed consolidated balance sheets.

(iii) *Restricted investments.* Restricted investments are comprised of debt security investments in commercial paper, certificates of deposit, corporate bonds and U.S. government securities which are held in trust accounts at third-party financial institutions pursuant to certain contracts with insurance providers.

Non-marketable Equity Securities

The Company has elected to measure its investments in non-marketable equity securities at cost, with remeasurements to fair value only upon the occurrence of observable transactions for identical or similar investments of the same issuer or impairment. The Company qualitatively assesses whether indicators of impairment exist. Factors considered in this assessment include the investees' financial and liquidity position, access to capital resources, and macroeconomic conditions, among others. If an impairment exists, the Company estimates the fair value of the investment by using the best information available, which may include cash flow projections or other available market data, and recognizes a loss for the amount by which the carrying value exceeds the fair value of the investment on the condensed consolidated statements of operations.

Fair Value Measurements

The Company measures assets and liabilities at fair value based on an expected exit price, which represents the amount that would be received on the sale of an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value may be based on assumptions that market participants would use in pricing an asset or liability. The authoritative guidance on fair value measurements establishes a consistent framework for measuring fair value on either a recurring or nonrecurring basis, whereby inputs used in valuation techniques, are assigned a hierarchical level. The following are the hierarchical levels of inputs to measure fair value:

Level 1 Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 Inputs reflect quoted prices for identical assets or liabilities in markets that are not active; quoted prices for similar assets or liabilities in active markets; inputs other than quoted prices that are observable for the assets or liabilities; or inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 Unobservable inputs reflecting our own assumptions incorporated in valuation techniques used to determine fair value. These assumptions are required to be consistent with market participant assumptions that are reasonably available.

The carrying values of the Company's accounts payable and accrued and other liabilities approximate their respective fair values due to the short period of time to payment.

Insurance Reserves

The Company utilizes both a wholly-owned captive insurance subsidiary and third-party insurance, which may include deductibles and self-insured retentions, to insure or reinsure costs including auto liability, uninsured and underinsured motorist, auto physical damage, first party injury coverages including personal injury protection under state law and general business liabilities up to certain limits. The recorded liabilities reflect the estimated cost for claims incurred but not paid and claims that have been incurred but not yet reported and any estimable administrative run-out expenses related to the processing of these outstanding claim payments. Liabilities are determined on a quarterly basis by internal actuaries through an analysis of historical trends, changes in claims experience including consideration of new information and application of loss development factors among other inputs and assumptions. On an annual basis or more frequently as determined by management, an independent third-party actuary will evaluate the liabilities for appropriateness with claims reserve valuations.

Insurance claims may take years to completely settle, and the Company has available limited historical loss experience because of the limited operational history. The Company makes certain assumptions based on currently available information and industry statistics, with the loss development factors as one of the most significant assumptions, and utilizes actuarial models and techniques to estimate the reserves. A number of factors can affect the actual cost of a claim, including the length of time the claim remains open, economic and healthcare cost trends and the results of related litigation. Furthermore, claims may emerge in future years for events that occurred in a prior year at a rate that differs from previous actuarial projections. The impact of these factors on ultimate costs for insurance is difficult to estimate and could be material. However, while the Company believes that the insurance reserve amount is adequate, the ultimate liability may be in excess of, or less than, the amount provided. As a result, the net amounts that will ultimately be paid to settle the liability and when amounts will be paid may significantly vary from the estimated amounts provided for on the condensed consolidated balance sheets. For example, disruptive factors may distort data, metrics and patterns and result in rapid increases in insurance cost and reserve deficiency. These disruptive factors can include recent economic conditions and ongoing global events such as the high inflationary environment, increased litigation, and higher than expected losses across the commercial auto industry. The Company continues to review its insurance estimates in a regular, ongoing process as historical loss experience develops, additional claims are reported and settled, and the legal, regulatory and economic environment evolves.

On April 22, 2021, the Company's wholly-owned subsidiary, Pacific Valley Insurance Company, Inc. ("PVIC"), entered into a Quota Share Reinsurance Agreement (the "Reinsurance Agreement") with DARAG Bermuda LTD ("DARAG"), under which DARAG reinsured a legacy portfolio of auto insurance policies, based on reserves in place as of March 31, 2021, for $183.2 million of coverage above the liabilities recorded as of that date (the "Reinsurance Transaction"). Under the terms of the Reinsurance Agreement, PVIC ceded to DARAG approximately $251.3 million of certain legacy insurance liabilities for policies underwritten during the period of October 1, 2018 to October 1, 2020, with an aggregate limit of $434.5 million, for a premium of $271.5 million. Losses ceded under the Reinsurance Agreement that exceed $271.5 million, but are below the aggregate limit of $434.5 million, resulted in the recognition of a deferred gain liability. The deferred gain liability was amortized and recognized as a benefit to the statement of operations over the estimated remaining settlement period of the ceded reserves. The settlement period of the ceded reserves was based on the life-to-date cumulative losses collected and likely extends over periods longer than a quarter. The amount of the deferral that was amortized was recalculated each period based on loss payments and updated estimates of the portfolio's total losses. When the amount and timing of the reinsurance recoveries were uncertain, the recovery method was used to calculate the amount of amortization in period. The deferral of gains had a negative impact in the respective period to cost of revenue as the losses on direct liabilities were not offset by gains from excess benefits under the Reinsurance Agreement. The amortization of these deferred gains provided a benefit to cost of revenue over multiple periods equal to the excess benefits received. Deferred gain liabilities for the Reinsurance Transaction are included in accruals and other current liabilities on the condensed consolidated balance sheets.

On June 21, 2022, PVIC and DARAG completed a transaction to effectively commute and settle the previous Reinsurance Agreement. On February 8, 2023, PVIC and a DARAG affiliate, DNA Insurance Company ("DNA"), entered into a Commutation and Mutual Release Agreement, whereby DNA agreed to exercise its option to fully settle and commute the Adverse Development Cover Reinsurance Agreement ("ADC"). Refer to Note 4 "Supplemental Financial Statement Information - Commutation of the Reinsurance Agreement" to the condensed consolidated financial statements for information regarding this transaction.

Leases

In accordance with ASC 842, the Company determines if an arrangement is or contains a lease at contract inception by assessing whether the arrangement contains an identified asset and whether the lessee has the right to control such asset. The Company determines the classification and measurement of its leases upon lease commencement. The Company enters into certain agreements as a lessor and either leases or subleases the underlying asset in the agreement to customers. The Company also enters into certain agreements as a lessee. If any of the following criteria are met, the Company classifies the lease as a financing lease (as a lessee) or as a direct financing or sales-type lease (both as a lessor):

- The lease transfers ownership of the underlying asset to the lessee by the end of the lease term;
- The lease grants the lessee an option to purchase the underlying asset that the Company is reasonably certain to exercise;
- The lease term is for 75% or more of the remaining economic life of the underlying asset, unless the commencement date falls within the last 25% of the economic life of the underlying asset;
- The present value of the sum of the lease payments equals or exceeds 90% of the fair value of the underlying asset; or
- The underlying asset is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

Leases that do not meet any of the above criteria are accounted for as operating leases.

Lessor

The Company’s lease arrangements include vehicle rentals to drivers or renters under the Flexdrive program and Light Vehicle rentals to single-use riders. Due to the short-term nature of these arrangements, the Company classifies these leases as operating leases. The Company does not separate lease and non-lease components, such as insurance or roadside assistance provided to the lessee, in its lessor lease arrangements. Lease payments are primarily fixed and are recognized as revenue in the period over which the lease arrangement occurs. Taxes or other fees assessed by governmental authorities that are both imposed on and concurrent with each lease revenue-producing transaction and collected by the Company from the lessee are excluded from the consideration in its lease arrangements. The Company mitigates residual value risk of its leased assets by performing regular maintenance and repairs, as necessary, and through periodic reviews of asset depreciation rates based on the Company's ongoing assessment of present and estimated future market conditions.

Lessee

The Company’s leases include real estate property to support its operations and Flexdrive vehicles that may be used by drivers to provide ridesharing services on the Lyft Platform. For leases with a term greater than 12 months, the Company records the related right-of-use asset and lease liability at the present value of lease payments over the term. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise such options. The Company does not separate lease and non-lease components of contracts for real estate property leases, but has elected to do so for vehicle leases when non-lease components exist in these arrangements. For certain leases, the Company also applies a portfolio approach to account for right-of-use assets and lease liabilities that are similar in nature and have nearly identical contract provisions.

The Company’s leases do not provide a readily determinable implicit rate. Therefore, the Company estimates its incremental borrowing rate to discount the lease payments based on information available at lease commencement. The Company determines its incremental borrowing rate based on the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term for an amount equal to the lease payments in a similar economic environment.

Lease payments may be fixed or variable; however, only fixed payments are included in the Company’s lease liability calculation. Operating leases are included in operating lease right-of-use assets, operating lease liabilities — current and operating lease liabilities on the condensed consolidated balance sheets. Lease costs for the Company's operating leases are recognized on a straight-line basis primarily within operating expenses over the lease term. Finance leases are included in property and equipment, net, accrued and other current liabilities, and other liabilities on the condensed consolidated balance sheets. Finance lease assets are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the lease term in cost of revenue on the condensed consolidated statements of operations. The interest component of finance leases is included in cost of revenue on the condensed consolidated statements of operations and recognized using the effective interest method over the lease term. Variable lease payments are recognized primarily in operating expenses in the period in which the obligation for those payments is incurred.

Similar to other long-lived assets discussed below, the Company measures recoverability of these assets by comparing the carrying amounts to the future undiscounted cash flows that the assets or the asset group are expected to generate. If the carrying value of the assets are not recoverable, the impairment recognized is measured as the amount by which the carrying value of the asset exceeds its fair value. For leased assets, such circumstances would include the decision to leave a leased facility prior to the end of the minimum lease term or subleases for which estimated cash flows do not fully cover the costs of the associated lease. The Company committed to a decision to exit and sublease or cease use of certain facilities to align with the Company’s anticipated operating needs and incurred impairment charges related to real estate operating right-of-use assets of $2.5 million, $10.5 million, and $55.3 million as of June 30, 2023, March 31, 2023, and December 31, 2022, respectively. Refer to Note 13 “Restructuring” to the condensed consolidated financial statements for further information.

Variable Interest Entities

In accordance with Accounting Standards Codification Topic 810, *Consolidation* (“ASC 810”), Consolidation, the Company evaluates its ownership, contractual and other interests in entities to assess whether it has a variable interest in entities in which it has a financial relationship and, if so, whether or not those entities are variable interest entities (“VIEs”). These evaluations are complex, involving judgment and the use of estimates and assumptions based on available historical and prospective information, among other factors. For an entity to qualify as a VIE, ASC 810 requires the Company to determine if the Company is the primary beneficiary of the VIE, and, if so, to consolidate such entity into its condensed consolidated financial statements.

The Company consolidates VIEs in which it has a controlling financial interest and is therefore deemed the primary beneficiary. A controlling financial interest will have both of the following characteristics: (a) the power to direct the VIE activities that most significantly impact economic performance; and (b) the obligation to absorb the VIE losses and the right to receive benefits that are significant to the VIE. Periodically, the Company reevaluates its ownership, contractual and other

interests in entities to determine whether any changes in its interest or relationship with an entity impacts the determination of whether it is still the primary beneficiary of such entity. The Company has determined that it was the primary beneficiary of one VIE as of June 30, 2023.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In August 2020, the FASB issued ASU No. 2020-06, “Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging— Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”, which simplifies the accounting for convertible instruments by eliminating the requirement to separate embedded conversion features from the host contract when the conversion features are not required to be accounted for as derivatives under Topic 815, Derivatives and Hedging, or that do not result in substantial premiums accounted for as paid-in capital. By removing the separation model, a convertible debt instrument will be reported as a single liability instrument with no separate accounting for embedded conversion features. This new standard also removes certain settlement conditions that are required for contracts to qualify for equity classification and simplifies the diluted earnings per share calculations by requiring that an entity use the if-converted method and that the effect of potential share settlement be included in diluted earnings per share calculations. This new standard is effective for the Company for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The Company adopted this standard effective January 1, 2022, using the modified retrospective method. In the condensed consolidated balance sheets, the adoption of this new guidance resulted in:

- an increase of $133.5 million to the total carrying value of the convertible senior notes to reflect the full principal amount of the convertible notes outstanding net of issuance costs,
- a reduction of $140.0 million (net of tax) to additional paid-in capital to remove the equity component separately recorded for the conversion features associated with the convertible notes, and
- a cumulative-effect adjustment of $6.5 million (net of tax) to the beginning balance of accumulated deficit as of January 1, 2022.

In October 2021, the FASB issued ASU No. 2021-08, “Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers” (“ASU 2021-08”), which requires companies to apply the definition of a performance obligation under ASC 606, Revenue from Contracts with Customers, to recognize and measure contract assets and contract liabilities relating to contracts with customers that are acquired in a business combination. This will result in the acquirer recording acquired contract assets and liabilities on the same basis that would have been recorded by the acquiree before the acquisition under ASC 606. This new standard became effective for the Company for fiscal years beginning after December 15, 2022, including interim periods within that fiscal year, with early adoption permitted. The Company adopted ASU 2021-08 in the second quarter of 2022 on a prospective basis. There were no acquisitions in the first quarter of 2022.

In December 2022, the FASB issued ASU No. 2022-06, which defers the sunset date of “Reference Rate Reform (Topic 848)”, from December 31, 2022 to December 31, 2024. ASC 848 provides temporary relief relating to the potential accounting impact relating to the replacement of LIBOR or other reference rates expected to be discounted as a result of reference rate reform. ASU 2022-06 is effective immediately for all entities.

Recent Accounting Pronouncements Not Yet Adopted

In June 2022, the FASB issued ASU No. 2022-03, “Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions”, which clarifies guidance in Topic 820, Fair Value Measurement, when measuring the fair value of an equity security to contractual restrictions that prohibit the sale of an equity security and to introduce new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value in accordance with Topic 820. This new standard will be effective for the Company for fiscal years beginning after December 15, 2023, including interim periods within that fiscal year, with early adoption permitted. This accounting standard update is not expected to have a material impact on our condensed consolidated financial statements as the amendments align with our existing policy.

3. Acquisitions

Acquisition of PBSC Urban Solutions Inc. ("PBSC")

On May 17, 2022 (the “Closing Date”), the Company completed its acquisition of one hundred percent of the outstanding equity of PBSC, a global leader in bikeshare that supplies stations and bikes to markets internationally, for a total purchase price of $163.5 million inclusive of $14.1 million in estimated fair value of contingent consideration. The acquisition

was treated as a business combination and increases the Company's scale in micromobility by leveraging PBSC's deep sales experience and customer relationships.

Acquisition costs were immaterial and are included in general and administrative expenses in the condensed consolidated statements of operations.

During the second quarter of 2023, the Company paid out earn out incentives of $15.0 million, which were previously included in contingent consideration on the condensed consolidated balance sheet. The earn out incentives were based on hardware and software for new system sales, either earned or committed during the earn out period.

The following table summarizes the fair value of the assets acquired and liabilities assumed at the Closing Date (in thousands):

Cash and cash equivalents	$	2,665
Prepaid expenses and other current assets		34,845
Other investments		22,175
Property and equipment		2,202
Operating lease right-of-use assets		786
Identifiable intangible assets		45,047
Total identifiable assets acquired		107,720
Accounts payable		6,004
Accrued and other liabilities		3,344
Operating lease liabilities — current		292
Operating lease liabilities		494
Other liabilities		14,678
Total liabilities assumed		24,812
Non-controlling interest (recorded to equity)		140
Net assets assumed		82,768
Goodwill		80,748
Total acquisition consideration	$	163,516

The Company concluded the purchase accounting for the acquisition of PBSC during the second quarter of 2023. During the measurement period, the Company recorded immaterial purchase price adjustments resulting in a decrease in goodwill.

The Company adopted ASU 2021-08 on April 1, 2022, prior to the acquisition of PBSC, the Company's only acquisition in 2022. Upon the adoption of this update, contract assets and contract liabilities (i.e., deferred revenue) acquired in a business combination are recognized and measured by the acquirer on the acquisition date in accordance with ASC 606 as if the acquirer had originated the contracts, which would generally result in an acquirer recognizing and measuring acquired contract assets and contract liabilities consistent with how they were recognized and measured in the acquiree's financial statements. Therefore, PBSC's historical deferred revenue balance as of May 17, 2022 has been included in the purchase price allocation in accordance with ASU 2021-08.

The goodwill is attributable to (i) expanded sales opportunities for the Company's current products and services by leveraging PBSC's assembled workforce and (ii) cost synergies associated with economies of scale and a streamlined supply chain as the combined businesses operate on a global scale. The acquisition is a non-taxable business combination and goodwill recognized in the acquisition is not deductible for tax purposes.

The Company recorded intangible assets at their fair value, which consisted of the following (in thousands):

	Estimated useful life (in years)		Amount
Tradename	2	$	1,009
Customer relationships – cities	7 - 11		22,157
Developed technology (hardware and software)	2 - 3		21,881
Total intangible assets		$	45,047

The fair value of the tradename was determined to be $1.0 million with an estimated useful life of two years. The fair value of the tradename was determined using the relief-from-royalty method under the income approach. This involves forecasting avoided royalties, reducing them by taxes and discounting the resulting net cash flows to a present value using an appropriate discount rate.

The fair value of the customer relationships – cities was determined to be $22.2 million with estimated useful lives between seven and eleven years. The fair value of the customer relationships – cities was determined using the multi-period excess earnings. The multi-period excess earnings approach involves forecasting the net earnings expected to be generated by the asset, reducing them by appropriate returns on contributory assets, and then discounting the resulting net cash flows to a present value using an appropriate discount rate.

The fair value of the developed technology intangible asset was determined to be $21.9 million with an estimated useful life between two and three years. The fair value of the developed technology was determined using the replacement cost approach. In the replacement cost approach, the fair value of an asset is based on the cost of a market participant to reconstruct a substitute asset of comparable utility, adjusted for any obsolescence. The fair value of the asset would include the expected profit margin a hypothetical third party developer would charge and a market participant buyer's opportunity costs lost over the period to reconstruct the substitute asset.

Judgment was applied for a number of assumptions in valuing the identified intangible assets, including revenue and cash flow forecasts, technology life, royalty rate, obsolescence and discount rate.

Refer to Note 14 “Variable Interest Entities” to the condensed consolidated financial statements for information regarding the variable interest entities included in this transaction.

The results of operations for the acquired business have been included in the condensed consolidated statements of operations for the period subsequent to the Company's acquisition of PBSC. PBSC’s results of operations for periods prior to this acquisition were not material to the condensed consolidated statements of operations and, accordingly, pro forma financial information has not been presented.

4. Supplemental Financial Statement Information

Cash Equivalents and Short-Term Investments

The following tables summarize the cost or amortized cost, gross unrealized gain, gross unrealized loss and fair value of the Company’s cash equivalents and short-term investments as of the dates indicated (in thousands):

	June 30, 2023			
	Cost or Amortized Cost	Unrealized		Estimated Fair Value
		Gains	Losses	
Unrestricted Balances[1]				
Money market funds	$ 89,561	$ —	$ —	$ 89,561
Money market deposit accounts	62,044	—	—	62,044
Certificates of deposit	222,645	27	(231)	222,441
Commercial paper	973,926	149	(789)	973,286
U.S. government securities	309,349	84	(48)	309,385
Total unrestricted cash equivalents and short-term investments	1,657,525	260	(1,068)	1,656,717
Restricted Balances[2]				
Money market funds	62,737	—	—	62,737
Term deposits	3,539	—	—	3,539
Certificates of deposit	148,453	18	(106)	148,365
Commercial paper	567,284	73	(415)	566,942
U.S. government securities	216,776	55	(75)	216,756
Total restricted cash equivalents and investments	998,789	146	(596)	998,339
Total unrestricted and restricted cash equivalents and investments	$ 2,656,314	$ 406	$ (1,664)	$ 2,655,056

(1) Excludes $41.4 million of cash, which is included within the $1.7 billion of cash and cash equivalents and short-term investments on the condensed consolidated balance sheets.

(2) Excludes $1.4 million of restricted cash, which is included within the $1.0 billion of restricted cash and cash equivalents and restricted short-term investments on the condensed consolidated balance sheets.

	December 31, 2022			
	Cost or Amortized Cost	Unrealized		Estimated Fair Value
		Gains	Losses	
Unrestricted Balances[(1)]				
Money market funds	$ 3,276	$ —	$ —	$ 3,276
Money market deposit accounts	126,994	—	—	126,994
Term deposits	5,000	—	—	5,000
Certificates of deposit	502,374	295	(510)	502,159
Commercial paper	964,410	403	(1,663)	963,150
Corporate bonds	61,605	—	(104)	61,501
U.S. government securities	7,059	1	—	7,060
Total unrestricted cash equivalents and short-term investments	1,670,718	699	(2,277)	1,669,140
Restricted Balances[(2)]				
Money market funds	93,362	—	—	93,362
Term deposits	3,539	—	—	3,539
Certificates of deposit	355,241	174	(437)	354,978
Commercial paper	596,213	243	(865)	595,591
Corporate bonds	14,933	—	(17)	14,916
U.S. government securities	74,699	2	(167)	74,534
Total restricted cash equivalents and investments	1,137,987	419	(1,486)	1,136,920
Total unrestricted and restricted cash equivalents and investments	$ 2,808,705	$ 1,118	$ (3,763)	$ 2,806,060

(1) Excludes $126.5 million of cash and $1.1 million in marketable equity securities, which is included within the $1.8 billion of cash and cash equivalents and short-term investments on the condensed consolidated balance sheets.

(2) Excludes $1.3 million of restricted cash, which is included within the $1.1 billion of restricted cash and cash equivalents and restricted short-term investments on the condensed consolidated balance sheets.

The Company’s short-term investments consist of available-for-sale debt securities and term deposits. The term deposits are at cost, which approximates fair value.

The weighted-average remaining maturity of the Company’s investment portfolio was less than one year as of the periods presented. No individual security incurred continuous unrealized losses for greater than 12 months.

The Company purchases investment grade marketable debt securities which are rated by nationally recognized statistical credit rating organizations in accordance with its investment policy. This policy is designed to minimize the Company's exposure to credit losses. As of June 30, 2023, the credit-quality of the Company’s marketable available-for-sale debt securities had remained stable. The unrealized losses recognized on marketable available-for-sale debt securities as of June 30, 2023 were primarily related to the continued market volatility associated with uncertain economic outlook. The contractual terms of these investments do not permit the issuer to settle the securities at a price less than the amortized cost basis of the investments and it is not expected that the investments would be settled at a price less than their amortized cost basis. The Company does not intend to sell the investments and it is not more likely than not that the Company will be required to sell the investments before recovery of their amortized cost basis. The Company is not aware of any specific event or circumstance that would require the Company to change its quarterly assessment of credit losses for any marketable available-for-sale debt security as of June 30, 2023. These estimates may change, as new events occur and additional information is obtained, and will be recognized on the condensed consolidated financial statements as soon as they become known. No credit losses were recognized as of June 30, 2023 for the Company’s marketable and non-marketable debt securities.

The following table summarizes the Company’s available-for-sale debt securities in an unrealized loss position for which no allowance for credit losses was recorded, aggregated by major security type (in thousands):

	June 30, 2023	
	Estimated Fair Value	Unrealized Losses
Certificates of deposit	$ 224,197	$ (337)
Commercial paper	775,804	(1,204)
U.S. government securities	35,609	(123)
Total available-for-sale debt securities in an unrealized loss position	$ 1,035,610	$ (1,664)

Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following as of the dates indicated (in thousands):

	June 30, 2023	December 31, 2022
Insurance-related accruals	$ 607,462	$ 566,831
Legal accruals	410,838	458,209
Ride-related accruals	192,202	181,138
Long-term debt, current	24,107	36,287
Insurance claims payable and related fees	39,375	53,280
Deferred gain related to the Reinsurance Transaction [(1)]	—	2,357
Other	332,588	263,507
Accrued and other current liabilities	$ 1,606,572	$ 1,561,609

(1) Refer to Note 2 "Summary of Significant Accounting Policies" above and the rest of this Note 4 "Supplemental Financial Information - Insurance Reserves" below for more information on this deferred gain.

Insurance Reserves

Reinsurance of Certain Legacy Auto Liability Insurance

On April 22, 2021, the Company's wholly-owned subsidiary, PVIC, entered into a Reinsurance Agreement with DARAG, under which DARAG reinsured a legacy portfolio of auto insurance policies, based on reserves in place as of March 31, 2021, for $183.2 million of coverage above the liabilities recorded as of that date. Under the terms of the Reinsurance Agreement, PVIC ceded to DARAG approximately $251.3 million of certain legacy insurance liabilities for policies underwritten during the period of October 1, 2018 to October 1, 2020, with an aggregate limit of $434.5 million, for a premium of $271.5 million. The Reinsurance Agreement was on a funds withheld basis, meaning that funds are withheld by PVIC from the insurance premium owed to DARAG in order to pay future reinsurance claims on DARAG's behalf. Upon consummation of the Reinsurance Transaction, a reinsurance recoverable of $251.3 million was established, and since a contractual right of offset exists, the reinsurance recoverable was netted against the funds withheld liability balance of $271.5 million for a $20.2 million net funds withheld liability balance included in accrued and other current liabilities on the condensed consolidated balance sheet. In addition to the initial funds withheld balance of $271.5 million, additional coverage of certain legacy insurance liabilities was collateralized by a trust account established by DARAG for the benefit of PVIC, which was $75.0 million upon consummation. At the inception of the Reinsurance Agreement, a loss of approximately $20.4 million for the total cost of the Reinsurance Transaction was recognized on the condensed consolidated statement of operations for the year ended December 31, 2021, with $20.2 million in cost of revenue and $0.2 million in general and administrative expenses.

Commutation of the Reinsurance Agreement

On June 21, 2022, PVIC and DARAG entered into a Commutation Agreement, which effectively commuted and settled the previous Reinsurance Agreement. Under the terms of the Commutation Agreement, DARAG released $89.3 million of assets held in trust to PVIC and the remaining balance of the funds withheld liability of $90.3 million from the Reinsurance Transaction for a total consideration of $178.6 million.

In addition, the Commutation Agreement caused a DARAG affiliate, DNA, to simultaneously enter into an Adverse Development Cover Reinsurance Agreement with PVIC (the Commutation Agreement and the ADC will collectively be referred to as the "Commutation Transaction"). Under the terms of the ADC, DNA agreed to reinsure up to $20 million of the legacy insurance liabilities contemplated in the Reinsurance Agreement for a premium of $1.0 million, which would be retained by PVIC on a funds withheld basis. DNA also had the option to commute this agreement for $5.0 million prior to November 1, 2023, which would be offset by any premiums retained as funds withheld.

As a result of the Commutation Transaction, the Company noted the following impacts on its financial statements:

- The Company recognized a $36.8 million gain in cost of revenue in the three months ended June 30, 2022, including amortization of a portion of the previously recognized deferred gain.
- The Company reduced its reinsurance recoverable by $247.4 million and the funds withheld liability balance by $90.3 million.
- The Company amortized deferred gains related to losses ceded under the Reinsurance Agreement by $105.7 million.

On February 8, 2023, PVIC and DNA entered into a Commutation and Mutual Release Agreement, whereby DNA agreed to exercise its option to fully settle and commute the ADC. DNA commuted the ADC for $5.0 million consisting of a $4.0 million payment made to PVIC and the release of $1.0 million premium which was retained by PVIC as a funds withheld. As a result, PVIC recognized a gain of $3.4 million, comprised of $2.4 million amortization of the remaining deferred gain and $1.0 million related to the release of the funds withheld. PVIC also reduced its reinsurance recoverable by $4.0 million related to the payment received.

Other Income (Expense), Net

The following table sets forth the primary components of other income (expense), net as reported on the condensed consolidated statements of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Interest income	$ 34,469	$ 4,722	$ 68,560	$ 7,376
Gain on equity method investment[(1)]	12,926	—	12,926	—
Gain (loss) on sale of securities, net	(80)	(34)	(195)	(33)
Foreign currency exchange gains (losses), net	1,919	608	2,778	685
Sublease income	1,264	3,830	2,554	7,544
Other, net	2,577	(8,173)	3,667	(4,856)
Other income (expense), net	$ 53,075	$ 953	$ 90,290	$ 10,716

(1) In the quarter ended June 30, 2023, the Company received investments in a non-marketable equity security in a privately held company. Refer to Note 14 “Variable Interest Entities” for more information on this transaction.

5. Fair Value Measurements

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following tables set forth the Company's financial assets and liabilities that were measured at fair value on a recurring basis as of the dates indicated by level within the fair value hierarchy (in thousands):

	June 30, 2023			
	Level 1	Level 2	Level 3	Total
Assets				
Unrestricted cash equivalents and investments[1]				
Money market funds	$ 89,561	$ —	$ —	$ 89,561
Certificates of deposit	—	222,441	—	222,441
Commercial paper	—	973,286	—	973,286
U.S. government securities	—	309,385	—	309,385
Total unrestricted cash equivalents and short-term investments	89,561	1,505,112	—	1,594,673
Restricted cash equivalents and investments[2]				
Money market funds	62,737	—	—	62,737
Certificates of deposit	—	148,365	—	148,365
Commercial paper	—	566,942	—	566,942
U.S. government securities	—	216,756	—	216,756
Total restricted cash equivalents and investments	62,737	932,063	—	994,800
Total financial assets	$ 152,298	$ 2,437,175	$ —	$ 2,589,473

(1) $41.4 million of cash and $62.0 million of money market deposit accounts are not subject to recurring fair value measurement and therefore excluded from this table. However, these balances are included within the $1.7 billion of cash and cash equivalents and short-term investments on the condensed consolidated balance sheets.

(2) $1.4 million of restricted cash is not subject to recurring fair value measurement and therefore excluded from this table. However, this balance is included within the $1.0 billion of restricted cash and cash equivalents and restricted short-term investments on the condensed consolidated balance sheets.

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Assets				
Unrestricted cash equivalents and investments[1]				
Money market funds	$ 3,276	$ —	$ —	$ 3,276
Certificates of deposit	—	502,159	—	502,159
Commercial paper	—	963,150	—	963,150
Corporate bonds	—	61,501	—	61,501
U.S. government securities	—	7,060	—	7,060
Total unrestricted cash equivalents and short-term investments	3,276	1,533,870	—	1,537,146
Restricted cash equivalents and investments[2]				
Money market funds	93,362	—	—	93,362
Certificates of deposit	—	354,978	—	354,978
Commercial paper	—	595,591	—	595,591
Corporate bonds	—	14,916	—	14,916
U.S. government securities	—	74,534	—	74,534
Total restricted cash equivalents and investments	93,362	1,040,019	—	1,133,381
Marketable equity securities[3]	1,136	—	—	1,136
Total financial assets	$ 97,774	$ 2,573,889	$ —	$ 2,671,663
Liabilities				
Contingent consideration[4]	$ —	$ —	$ 15,000	$ 15,000
Total financial liabilities	$ —	$ —	$ 15,000	$ 15,000

(1) $126.5 million of cash, $127.0 million of money market deposit accounts and $5.0 million of term deposits are not subject to recurring fair value measurement and therefore excluded from this table. However, these balances are included within the $1.8 billion of cash and cash equivalents and short-term investments on the condensed consolidated balance sheets.

(2) $1.3 million of restricted cash and $3.5 million of a restricted term deposit are not subject to recurring fair value measurement and therefore excluded from this table. However, these balances are included within the $1.1 billion of restricted cash and cash equivalents and restricted short-term investments on the condensed consolidated balance sheets.

(3) Included in other investments on the condensed consolidated balance sheets.

(4) In the second quarter of 2022, the Company completed the acquisition of PBSC which included up to $15.0 million in contingent consideration to be paid over the next year. The contingent consideration was classified as a liability and is included in accrued and other current liabilities on the condensed consolidated balance sheets. Refer to Note 3 "Acquisitions" to the condensed consolidated financial statements for information regarding this contingent consideration.

During the six months ended June 30, 2023, the Company did not make any transfers between the levels of the fair value hierarchy.

The following table provides a reconciliation of the Company's Level 3 financial liabilities (in thousands):

	Six Months Ended June 30,	
	2023	2022
Balance at beginning of period	$ 15,000	$ —
Additions	—	14,100
Payments	(15,000)	—
Change in fair value	—	—
Balance at end of period[1]	$ —	$ 14,100

(1) Relates to the contingent consideration from the acquisition of PBSC in the second quarter of 2022 which was paid out during the second quarter of 2023. The contingent consideration was classified as a liability and is included in accrued and other current liabilities on the condensed consolidated balance sheets. Refer to Note 3 "Acquisitions" to the condensed consolidated financial statements for information regarding this contingent consideration.

Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company’s non-marketable equity securities are investments in privately held companies without readily determinable fair values and the carrying value of these non-marketable equity securities are remeasured to fair value based on price changes from observable transactions of identical or similar securities of the same issuer (referred to as the measurement alternative) or for impairment. Any changes in carrying value are recorded within other income (expense), net in the condensed consolidated statements of operations.

In June 2021 and June 2022, the Company received investments in a non-marketable equity security in a privately held company without a readily determinable market value as part of licensing and data access agreements. The investment had an initial carrying value of $128.1 million as of June 30, 2022, which was categorized as Level 3. The Company did not have the ability to exercise significant influence over this privately held company and had elected to measure this investment as a non-marketable equity security and classified it in other investments on the condensed consolidated balance sheet. In the three months ended September 30, 2022, the entire amount of the investment in the non-marketable equity security was impaired due to the announced winding down of the equity investee in October 2022. In addition to the impairment of this non-marketable equity security, an other asset was impaired, resulting in a total impairment of $135.7 million recorded to other income (expense), net on the condensed consolidated statement of operations.

In February 2022, the issuer of the Company's $10.0 million investment in non-marketable equity securities in a privately held company was acquired by a publicly-traded company. As a result of the acquisition in exchange for the securities in the privately-held entity, the Company received common stock of a publicly-traded entity with a value of $8.4 million upon receipt, with the remainder to be received in cash. These shares were classified as marketable equity securities and measured at fair value on a recurring basis. The shares were categorized as Level 1 and changes in fair value were recorded within other income (expense), net in the condensed consolidated statements of operations. In March 2022, the Company sold its shares resulting in a recognized loss recorded to other income (expense), net in the condensed consolidated statements of operations.

The following table provides a reconciliation of the Company's financial assets measured at fair value on a non-recurring basis within other investments on the condensed consolidated balance sheets (in thousands):

	Six Months Ended June 30,	
	2023	2022
Balance at beginning of period	$ 5,903	$ 80,411
Additions[(1)]	—	64,043
Change in fair value	(19)	(10,611)
Balance at end of period	$ 5,884	$ 133,843

(1) Relates to non-marketable equity securities included in other investments on the condensed consolidated balance sheets.

6. Leases

Real Estate Operating Leases

The Company leases real estate property at approximately 66 locations of which all leases have commenced as of June 30, 2023. These leases are classified as operating leases. As of June 30, 2023, the remaining lease terms vary from approximately two months to seven years. For certain leases the Company has options to extend the lease term for periods varying from two months to ten years. These renewal options are not considered in the remaining lease term unless it is reasonably certain that the Company will exercise such options. For leases with an initial term of 12 months or longer, the Company has recorded a right-of-use asset and lease liability representing the fixed component of the lease payment. Any fixed payments related to non-lease components, such as common area maintenance or other services provided by the landlord, are accounted for as a component of the lease payment and therefore, a part of the total lease cost.

Flexdrive Program

The Company operates a fleet of rental vehicles through its independently managed subsidiary, a portion of which are leased from third-party vehicle leasing companies. These leases are classified as finance leases and are included in property and equipment, net on the condensed consolidated balance sheets. As of June 30, 2023, the remaining lease terms vary between three months to five years. These leases generally do not contain any non-lease components and, as such, all payments due under these arrangements are allocated to the respective lease component.

Lease Position as of June 30, 2023

The table below presents the lease-related assets and liabilities recorded on the condensed consolidated balance sheets (in thousands, except for remaining lease terms and percentages):

	June 30, 2023	December 31, 2022
Operating Leases		
Assets		
Operating lease right-of-use assets[1]	$ 105,818	$ 135,213
Liabilities		
Operating lease liabilities, current	$ 42,115	$ 45,803
Operating lease liabilities, non-current	154,381	176,356
Total operating lease liabilities	$ 196,496	$ 222,159
Finance Leases		
Assets		
Finance lease right-of-use assets[2]	$ 58,386	$ 32,887
Liabilities		
Finance lease liabilities, current[3]	18,755	15,053
Finance lease liabilities, non-current[4]	42,048	19,921
Total finance lease liabilities	$ 60,803	$ 34,974
Weighted-average remaining lease term (years)		
Operating leases	4.9	5.1
Finance leases	3.3	2.5
Weighted-average discount rate		
Operating leases	6.7 %	6.4 %
Finance leases	6.2 %	5.2 %

(1) The Company committed to a decision to exit and sublease or cease use of certain facilities to align with the Company's anticipated operating needs and incurred charges related to real estate operating right-of-use assets of $2.5 million in the second quarter of 2023, $10.5 million in the first quarter of 2023 and $55.3 million in the fourth quarter of 2022.

(2) This balance is included within property and equipment, net on the condensed consolidated balance sheets and is primarily related to Flexdrive leases.

(3) This balance is included within other current liabilities on the condensed consolidated balance sheets and is primarily related to Flexdrive leases.

(4) This balance is included within other liabilities on the condensed consolidated balance sheets and is primarily related to Flexdrive leases.

Lease Costs

The table below presents certain information related to the costs for operating leases and finance leases for the six months ended June 30, 2023 and 2022 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Operating Leases				
Operating lease cost	$ 9,931	$ 17,559	$ 21,489	$ 35,161
Finance Leases				
Amortization of right-of-use assets	4,790	3,566	8,622	7,762
Interest on lease liabilities	653	226	1,061	415
Other Lease Costs				
Short-term lease cost	968	1,508	1,946	2,986
Variable lease cost [(1)]	2,852	4,785	5,090	8,993
Total lease cost	$ 19,194	$ 27,644	$ 38,208	$ 55,317

(1) Consists primarily of common area maintenance, taxes and utilities for real estate leases, and certain vehicle-related charges under the Flexdrive program.

Sublease income was $1.3 million and $2.6 million for the three and six months ended June 30, 2023, respectively, and $3.8 million and $7.5 million for the three and six months ended June 30, 2022, respectively, which were primarily related to subleases from the Company's transaction with Woven Planet Holdings in the third quarter of 2021. Sublease income is included within other income, net on the condensed consolidated statement of operations. The related lease expense for these leases is included within operating expenses on the condensed consolidated statement of operations.

The Company committed to a plan of termination which included restructuring charges related to a decision to exit and sublease or cease use of certain facilities to align with the Company’s anticipated operating needs. Refer to Note 13 “Restructuring” to the condensed consolidated financial statements for information regarding this transaction.

The table below presents certain supplemental information related to the cash flows for operating and finance leases recorded on the condensed consolidated statements of cash flows (in thousands):

	Six Months Ended June 30,	
	2023	2022
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 29,756	$ 39,313
Operating cash flows from finance leases	1,212	437
Financing cash flows from finance leases	24,852	15,728

Undiscounted Cash Flows

The table below reconciles the undiscounted cash flows for each of the first five years and total of the remaining years to the lease liabilities recorded on the condensed consolidated balance sheet as of June 30, 2023 (in thousands):

	Operating Leases	Finance Leases	Total Leases
Remainder of 2023	$ 25,183	$ 20,538	$ 45,721
2024	56,918	18,253	75,171
2025	46,663	13,507	60,170
2026	32,315	5,848	38,163
2027	27,436	4,710	32,146
Thereafter	43,234	3,823	47,057
Total minimum lease payments	231,749	66,679	298,428
Less: amount of lease payments representing interest	(35,253)	(5,876)	(41,129)
Present value of future lease payments	196,496	60,803	257,299
Less: current obligations under leases	(42,115)	(18,755)	(60,870)
Long-term lease obligations	$ 154,381	$ 42,048	$ 196,429

Future lease payments receivable in car rental transactions under the Flexdrive Program are not material since the lease term is less than a month.

7. Commitments and Contingencies

Noncancellable Purchase Commitments

In March 2018, the Company entered into a noncancellable arrangement with Amazon Web Services (“AWS”), a web-hosting services provider, under which the Company had an obligation to purchase a minimum amount of services from this vendor through June 2021. The parties modified the aggregate commitment amounts and timing in January 2019, May 2020 and February 2022. Under the most recent amended arrangement, the Company committed to spend an aggregate of at least $350 million between February 2022 and January 2026, with a minimum amount of $80 million in each of the four contractual periods, on services with AWS. As of June 30, 2023, the Company has made payments of $165.9 million under the amended arrangement.

In May 2019, the Company entered into a noncancelable arrangement with the City of Chicago, with respect to the Divvy bike share program, under which the Company has an obligation to pay approximately $7.5 million per year to the City of Chicago through January 2028 and to spend a minimum of $50 million on capital equipment for the bike share program through January 2028. The parties modified the commitment amounts and timing in April 2023 to reduce the Company's payment obligation by $12 million and to supply a maximum of $12 million on capital equipment for the bike share program through 2024. As of June 30, 2023, the Company has made payments totaling $30.0 million and capital equipment investments totaling $38.8 million under the arrangement.

Letters of Credit

The Company maintains certain stand-by letters of credit from third-party financial institutions in the ordinary course of business to guarantee certain performance obligations related to leases, insurance policies and other various contractual arrangements. None of the outstanding letters of credit are collateralized by cash. As of June 30, 2023 and December 31, 2022, the Company had letters of credit outstanding of $60.0 million and $55.1 million, respectively.

Indemnification

The Company enters into indemnification provisions under agreements with other parties in the ordinary course of business, including certain business partners, investors, contractors, parties to certain acquisition or divestiture transactions and the Company’s officers, directors, and certain employees. The Company has agreed to indemnify and defend the indemnified party’s claims and related losses suffered or incurred by the indemnified party resulting from actual or threatened third-party claims because of the Company’s activities or, in some cases, non-compliance with certain representations and warranties made by the Company. It is not possible to determine the maximum potential loss under these indemnification provisions due to the Company’s limited history of prior indemnification claims and the unique facts and circumstances involved in each particular provision. To date, losses recorded on the condensed consolidated statements of operations in connection with the indemnification provisions have not been material.

Legal Proceedings

The Company is currently involved in, and may in the future be involved in, legal proceedings, claims, and regulatory and governmental inquiries and investigations in the ordinary course of business, including suits by drivers, riders, renters, third parties and governmental entities (individually or as class actions) alleging, among other things, various wage and expense related claims, violations of state or federal laws, improper disclosure of the Company's fees, rules or policies, that such fees, rules or policies violate applicable law, or that the Company has not acted in conformity with such fees, rules or policies, as well as proceedings related to product liability, antitrust, its acquisitions, securities issuances or business practices, or public disclosures about the Company or the Company's business. In addition, the Company has been, and is currently, named as a defendant in a number of litigation matters related to allegations of accidents or other trust and safety incidents involving drivers or riders using the Lyft Platform.

The outcomes of the Company's legal proceedings are inherently unpredictable and subject to significant uncertainties. For some matters for which a material loss is reasonably possible, an estimate of the amount of loss or range of losses is not possible nor is the Company able to estimate the loss or range of losses that could potentially result from the application of nonmonetary remedies. Until the final resolution of legal matters, there may be an exposure to a material loss in excess of the amount recorded.

Independent Contractor Classification Matters

With regard to independent contractor classification of drivers on the Lyft Platform, the Company is regularly subject to claims, lawsuits, arbitration proceedings, administrative actions, government investigations and other legal and regulatory proceedings at the federal, state and municipal levels challenging the classification of these drivers as independent contractors, and claims that, by the alleged misclassification, the Company has violated various labor and other laws that would apply to driver employees. Laws and regulations that govern the status and classification of independent contractors are subject to change and divergent interpretations by various authorities, which can create uncertainty and unpredictability for the Company.

For example, Assembly Bill 5 (as codified in part at Cal. Labor Code sec. 2750.3) codified and extended an employment classification test set forth by the California Supreme Court that established a new standard for determining employee or independent contractor status. The passage of this bill led to additional challenges to the independent contractor classification of drivers using the Lyft Platform. For example, on May 5, 2020, the California Attorney General and the City Attorneys of Los Angeles, San Diego and San Francisco filed a lawsuit against the Company and Uber for allegedly misclassifying drivers on the companies' respective platforms as independent contractors in violation of Assembly Bill 5 and California's Unfair Competition Law, and on August 5, 2020, the California Labor Commissioner filed lawsuits against the Company and Uber for allegedly misclassifying drivers on the companies' respective platforms as independent contractors, seeking injunctive relief and material damages and penalties. On August 10, 2020, the court granted a motion for a preliminary injunction, forcing the Company and Uber to reclassify drivers in California as employees until the end of the lawsuit. Subsequently, voters in California approved Proposition 22, a state ballot initiative that provided a framework for drivers utilizing platforms like Lyft to maintain their status as independent contractors under California law. Proposition 22 went into effect on December 16, 2020. On April 20, 2021, the court granted the parties' joint request to dissolve the preliminary injunction in light of the passage of Proposition 22. On May 5, 2021, the California Labor Commissioner filed a petition to coordinate its lawsuit with the Attorney General lawsuit and three other cases against the Company and Uber. The coordination petition was granted and the coordinated cases have been assigned to a judge in San Francisco Superior Court. On December 19, 2022, the California Attorney General's and California Labor Commissioner's cases were stayed in San Francisco Superior Court pending the appeal of a Superior Court order denying Lyft's and Uber's motions to compel arbitration, which was set for oral argument before the Court of Appeal on August 8, 2023. On January 12, 2021, a group of petitioners led by labor union SEIU filed a separate lawsuit in the California Supreme Court against the State of California alleging that Proposition 22 is unconstitutional under the California Constitution. The California Supreme Court denied review on February 3, 2021. SEIU then filed a similar lawsuit in Alameda County Superior Court on February 11, 2021. Protect App-Based Drivers & Services (PADS) -- the coalition that established and operated the official ballot measure committee that successfully advocated for the passage of Proposition 22 -- intervened in the Alameda lawsuit. On August 20, 2021, after a merits hearing, the Alameda Superior Court issued an order finding that Proposition 22 is unenforceable. Both the California Attorney General and PADS filed appeals to the California Court of Appeal. On March 13, 2023, the California Court of Appeal upheld Proposition 22 as constitutional, while severing two provisions that relate to future amendments of Proposition 22. On April 21, 2023, SEIU filed a petition for review to the California Supreme Court. On June 28, 2023, the California Supreme Court granted SEIU's petition for review. Separately, on July 14, 2020, the Massachusetts Attorney General filed a lawsuit against the Company and Uber for allegedly misclassifying drivers as independent contractors under Massachusetts law, and seeking declaratory and injunctive relief. The Company and Uber filed motions to dismiss, which were denied by the court in March 2021. The case is set for trial on May 13, 2024. Certain adverse outcomes of such actions would have a material impact on the Company's business, financial condition and results of operations, including damages, penalties and potential suspension of operations in impacted jurisdictions, including California or Massachusetts. The Company's chances of success on the merits are still uncertain and

any possible loss or range of loss cannot be reasonably estimated. Such regulatory scrutiny or action may create different or conflicting obligations from one jurisdiction to another.

The New York Attorney General has alleged misrepresentations related to certain fees and related driver pay deductions, as well as misclassification of drivers and related labor law violations in New York. The Company has reached an agreement in principle to resolve this matter. The amount accrued for these matters is recorded within accrued and other current liabilities on the consolidated balance sheets as of June 30, 2023.

The Company is currently involved in a number of putative class actions, thousands of individual claims, including those brought in arbitration or compelled pursuant to the Company's Terms of Service to arbitration, matters brought, in whole or in part, as representative actions under California's Private Attorney General Act, Labor Code Section 2698, et seq., alleging that the Company misclassified drivers as independent contractors and other matters challenging the classification of drivers on the Company's platform as independent contractors. The Company is currently defending allegations in a number of lawsuits that the Company has failed to properly classify drivers and provide those drivers with sick leave and related benefits during the COVID-19 pandemic. The Company's chances of success on the merits are still uncertain and any possible loss or range of loss cannot be reasonably estimated.

The Company disputes any allegations of wrongdoing and intends to continue to defend itself vigorously in these matters. However, results of litigation, arbitration and regulatory actions are inherently unpredictable and legal proceedings related to these driver claims, individually or in the aggregate, could have a material impact on the Company's business, financial condition and results of operations. Regardless of the outcome, litigation and arbitration of these matters can have an adverse impact on the Company because of defense and settlement costs individually and in the aggregate, diversion of management resources and other factors.

Unemployment Insurance Assessment

The Company is involved in administrative audits with various state employment agencies, including audits related to driver classification, in California, Oregon, Wisconsin, Illinois, New York, Pennsylvania and New Jersey. The Company believes that drivers are properly classified as independent contractors and plans to vigorously contest any adverse assessment or determination. The Company's chances of success on the merits are still uncertain. The Company accrues for liabilities that may result from assessments by, or any negotiated agreements with, these employment agencies when a loss is probable and reasonably estimable, and the expense is recorded to general and administrative expenses.

In 2018, the New Jersey Department of Labor & Workforce Development (*"*NJDOL*"*) opened an audit reviewing whether drivers were independent contractors or employees for purposes of determining whether unemployment insurance regulations apply from 2014 through March 31, 2018. The NJDOL issued an assessment on June 4, 2019 and subsequently issued an updated assessment on March 31, 2021. The assessment was calculated through April 30, 2019, but only calculated the alleged contributions, penalties, and interests owed from 2014 through 2017. The Company filed a petition to challenge the assessment, and are awaiting a hearing. The Company has also submitted payment for the principal revised amount of the assessment to stop interest from accruing on this amount. While the ultimate resolution of this matter is uncertain, the Company recorded an accrual for this matter reflected within accrued and other current liabilities on the condensed consolidated balance sheet as of June 30, 2023.

Indirect Taxes

The Company is under audit by various domestic tax authorities with regard to indirect tax matters. The subject matter of indirect tax audits primarily arises from disputes on tax treatment and tax rates applied to the sale of the Company's services in these jurisdictions. The Company accrues indirect taxes that may result from examinations by, or any negotiated agreements with, these tax authorities when a loss is probable and reasonably estimable and the expense is recorded to general and administrative expenses.

Patent Litigation

The Company is currently involved in legal proceedings related to alleged infringement of patents and other intellectual property and, in the ordinary course of business, the Company receives correspondence from other purported holders of patents and other intellectual property offering to sell or license such property and/or asserting infringement of such property. The Company disputes any allegation of wrongdoing and intends to defend itself vigorously in these matters. The Company's chances of success on the merits are still uncertain and any possible loss or range of loss cannot be reasonably estimated.

Consumer and Other Class Actions

The Company is involved in a number of putative class actions alleging violations of consumer protection, civil rights, and other laws; antitrust and unfair competition laws such as California's Cartwright Act, Unfair Practices Act and Unfair

Competition Law; and the Americans with Disabilities Act, or the ADA, among others. In 2021, the Company received a favorable outcome in a case in the Northern District of California alleging ADA violations with respect to Lyft's wheelchair accessible vehicle ("WAV") offerings in three Bay Area counties, *Independent Living Resource Center San Francisco ("ILRC") v. Lyft, Inc.* After hearing evidence at a 5-day bench trial, the court ruled that plaintiffs failed their burden to prove that Lyft violates the ADA. The plaintiffs did not appeal the ruling. Lyft is facing a similar ADA lawsuit seeking injunctive and other relief in the Southern District of New York, *Lowell v. Lyft, Inc.* On March 24, 2023, the court certified three classes encompassing regions where Lyft does not currently offer WAV service (Westchester County, NY; New York State except New York City; and all other "non-WAV" regions in the U.S.). The court is expected to set a trial date soon. The Company disputes any allegations of wrongdoing and intends to continue to defend itself vigorously in these matters. The Company's chances of success on the merits are still uncertain and any possible loss or range of loss cannot be reasonably estimated.

Personal Injury and Other Safety Matters

In the ordinary course of the Company's business, various parties have from time to time claimed, and may claim in the future, that the Company is liable for damages related to accidents or other incidents involving drivers, riders, renters or third parties using or who have used services offered on the Lyft Platform, as well as from third parties. The Company is currently named as a defendant in a number of matters related to accidents or other incidents involving drivers, riders, renters and third parties. The Company believes it has meritorious defenses, disputes the allegations of wrongdoing and intends to defend itself vigorously in these matters. There is no pending or threatened claim that has arisen from these accidents or incidents that individually, in the Company's opinion, is likely to have a material impact on its business, financial condition or results of operations; however, results of litigation and claims are inherently unpredictable and legal proceedings related to such accidents or incidents, in the aggregate, could have a material impact on the Company's business, financial condition and results of operations. For example, on January 17, 2020, the Superior Court of California, County of Los Angeles, granted the petition of multiple plaintiffs to coordinate their claims relating to alleged sexual assault or harassment by drivers on the Lyft Platform, and a Judicial Council Coordinated Proceeding has been created before the Superior Court of California, County of San Francisco, where the claims of multiple plaintiffs are currently pending. Regardless of the outcome of these or other matters, litigation can have an adverse impact on the Company because of defense and settlement costs individually and in the aggregate, diversion of management resources and other factors. Although the Company intends to vigorously defend against these lawsuits, its chances of success on the merits are still uncertain as these matters are at various stages of litigation and present a wide range of potential outcomes. The Company accrues for losses that may result from these matters when a loss is probable and reasonably estimable.

Securities Litigation

Beginning in April 2019, multiple putative class actions and derivative actions have been filed in state and federal courts against the Company, its directors, certain of its officers, and certain of the underwriters named in the registration statement relating to the Company's initial public offering ("IPO") alleging violation of securities laws, breach of fiduciary duties, and other causes of action in connection with the IPO. The putative class actions were consolidated into two putative class actions, one in California state court and the other in federal court. The derivative actions have also been consolidated into one action in federal court in California.

On July 1, 2020, the California state court sustained in part and overruled in part the Company's demurrer to the consolidated complaint. The Company filed its answer to this consolidated complaint on August 3, 2020. On February 26, 2021, the California state court struck additional allegations from the consolidated complaint and granted plaintiffs leave to amend, and plaintiffs filed an amended complaint on March 17, 2021. The Company filed its demurrer and motion to strike the amended claim on April 13, 2021, and on July 16, 2021, the California state court overruled the demurrer but struck additional allegations from the consolidated complaint and granted plaintiffs leave to amend. The state court plaintiffs filed their renewed motion to certify a class action on June 24, 2021, and on January 25, 2022, the court denied plaintiffs' motion without prejudice and stayed the case in light of the certified class action proceeding in federal court.

In the California federal court class action, on May 14, 2020, the Company filed a motion to dismiss the consolidated complaint and on September 8, 2020, the federal court granted in part and denied in part that motion. The Company filed its answer to this consolidated complaint on October 2, 2020, and the court certified the class action on August 20, 2021. On February 8, 2022, the parties informed the court they had reached an agreement in principle to settle the case on a class-wide basis, and the plaintiff filed an unopposed motion for preliminary approval of the settlement on June 16, 2022. On August 19, 2022, the putative lead plaintiffs in the California state court action filed a motion to intervene in the California federal court class action for purposes of challenging the proposed class action settlement. In response, the parties in the federal case submitted an amended stipulation of settlement on September 27, 2022, which allowed the state plaintiffs to opt-in to the federal class for purposes of objecting to the settlement, which rendered the motion to intervene moot. The federal parties' motion for preliminary settlement approval was granted by the court on December 16, 2022. The court subsequently issued a scheduling order setting forth deadlines for notifying the class of the proposed settlement, for filing objections or opting out of the class, briefing schedules for the parties seeking final approval of the settlement and for seeking attorneys' fees and costs, and setting a final fairness hearing, which proceeded on July 20, 2023. On August 7, 2023, the federal court granted the plaintiffs' motion for final approval of class action settlement.

In the consolidated derivative action, at the parties' joint request, the California federal court stayed the case on February 17, 2021.

Although the Company believes these lawsuits are without merit and intends to vigorously defend against them, the Company has accrued amounts related to such matters when a loss is probable and reasonably estimable and the expense is recorded to general and administrative expenses.

As previously disclosed, the Company has been cooperating with an investigation by the SEC regarding disclosure of a pre-IPO stock sale by a former stockholder and related matters. In order to resolve the matter, the Company is currently in ongoing discussions with the Staff of the SEC with respect to a resolution whereby the Company will submit an Offer of Settlement (the "Offer") that reflects an agreement in principle between the Company and the SEC Division of Enforcement to settle the matter. The Offer is subject to certain contingencies, including Commission approval, and there can be no assurance that such approval will be given or that the material terms of the Offer will remain the same. The Company expects that, even if the Offer is not approved or is modified, any loss arising from this matter will not have a material impact on the Company's financial condition or results of operations. The amount accrued for this matter is recorded within accrued and other current liabilities on the condensed consolidated balance sheet as of June 30, 2023.

8. Debt

Outstanding debt obligations as of June 30, 2023 were as follows (in thousands):

	Maturities	Interest Rates as of June 30, 2023	June 30, 2023	December 31, 2022
Convertible senior notes [1]	May 2025	1.50%	$ 741,983	$ 740,609
Non-revolving Loan	2023 - 2025	2.88% - 2.92%	6,606	24,429
Master Vehicle Loan	2023 - 2026	2.60% - 6.85%	83,578	74,456
Total long-term debt, including current maturities			$ 832,167	$ 839,494
Less: long-term debt maturing within one year			24,107	36,287
Total long-term debt			$ 808,060	$ 803,207

(1) The Company adopted ASC 2020-06 on January 1, 2022 using the modified retrospective approach, which resulted in a $133.5 million increase to the carrying value of the convertible senior notes to reflect the full principal amount of the convertible senior notes outstanding net of issuance costs at the time of adoption.

The following table sets forth the primary components of interest expense as reported on the condensed consolidated statements of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Contractual interest expense related to the 2025 Notes	$ 2,803	$ 2,803	$ 5,606	$ 5,606
Amortization of debt discount and issuance costs [1]	866	694	1,690	1,347
Interest expense related to vehicle loans	2,482	1,463	4,288	2,556
Interest expense	$ 6,151	$ 4,960	$ 11,584	$ 9,509

(1) Following the adoption of ASC 2020-06 on January 1, 2022 using the modified retrospective approach, the debt discount associated with the equity component on convertible debt outstanding is now classified as debt, which results in a decrease in the amount of interest expense being recorded each period from January 1, 2022 to maturity.

Convertible Senior Notes

In May 2020, the Company issued $747.5 million aggregate principal amount of 1.50% convertible senior notes due 2025 (the "2025 Notes") pursuant to an indenture, dated May 15, 2020 (the "Indenture"), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee.

The 2025 Notes mature on May 15, 2025, unless earlier converted, redeemed or repurchased. The 2025 Notes are senior unsecured obligations of the Company with interest payable semiannually in arrears on May 15 and November 15 of each year, beginning on November 15, 2020, at a rate of 1.50% per year. The net proceeds from this offering were approximately $733.2 million, after deducting the initial purchasers' discounts and commissions and debt issuance costs.

The initial conversion rate for the 2025 Notes is 26.0491 shares of the Company's Class A common stock per $1,000 principal amount of 2025 Notes, which is equivalent to an initial conversion price of approximately $38.39 per share of the Class A common stock. The conversion rate is subject to adjustment under certain circumstances in accordance with the terms of the Indenture.

The 2025 Notes will be convertible at the option of the holders at any time prior to the close of business on the business day immediately preceding February 15, 2025, only under the following circumstances:

- during any fiscal quarter (and only during such fiscal quarter), if the last reported sale price of the Company's Class A common stock, for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period after any five consecutive trading day period (the "measurement period") in which the trading price (as defined in the Indenture) per $1,000 principal amount of 2025 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's Class A common stock and the conversion rate on each such trading day;
- if the Company calls such Notes for redemption, at any time prior to the close of business on the second scheduled trading day immediately preceding the redemption date; or
- upon the occurrence of specified corporate events.

On or after February 15, 2025, the 2025 Notes will be convertible at the option of the holder until the close of business on the second scheduled trading day immediately preceding the maturity date. Upon conversion, the Company may satisfy its conversion obligation by paying and/or delivering, as the case may be, cash, shares of the Company's Class A common stock or a combination of cash and shares of the Company's Class A common stock, at the Company's election, in the manner and subject to the terms and conditions provided in the Indenture.

Holders of the 2025 Notes who convert their 2025 Notes in connection with certain corporate events that constitute a make-whole fundamental change (as defined in the Indenture) are, under certain circumstances, entitled to an increase in the conversion rate. Additionally in the event of a corporate event constituting a fundamental change (as defined in the Indenture), holders of the 2025 Notes may require us to repurchase all or a portion of their 2025 Notes at a repurchase price equal to 100% of the principal amount of the 2025 Notes being repurchased, plus any accrued and unpaid interest to, but excluding, the repurchase date.

Prior to the adoption of ASU 2020-06, the Company separated the 2025 Notes into a liability and an equity component. At the date of issuance, the Company determined the fair value of the liability component to be $558.3 million calculated as the present value of future cash flows discounted at the borrowing rate for a similar nonconvertible debt instrument. The equity component representing the conversion option was $189.2 million and was determined by deducting the fair value of the liability component from the par value of the 2025 Notes. The equity component is not remeasured as long as it continues to meet the conditions for equity classification. The difference between the principal amount of the 2025 Notes and the liability component ("debt discount") was amortized to interest expense over the contractual term at an effective interest rate of 8.0%.

Following the adoption of ASU 2020-06 on January 1, 2022, the Company no longer bifurcates the 2025 Notes, but rather accounts for the conversion feature as a single debt instrument. The difference between the carrying amount and face value of the liability results in a reduced liability component. Therefore, less interest expense is being recorded each period from January 1, 2022 to maturity and the equity component is now classified as debt, eliminating the subsequent amortization

of the debt discount as interest expense. Accordingly, the Company recorded a net decrease to additional paid-in capital of approximately $140.0 million, net of tax, to remove the equity component separately recorded for the conversion features associated with the 2025 Notes and equity component associated with the issuance costs, an increase of approximately $133.5 million in the carrying value of the 2025 Notes to reflect the full principal amount, net of issuance costs, and an increase to accumulated deficit of approximately $6.5 million, net of tax in the Company's condensed consolidated balance sheet with no impact to the Company's condensed consolidated statements of operations.

Debt issuance costs related to the 2025 Notes totaled $14.3 million at inception and were comprised of discounts and commissions payable to the initial purchasers and third-party offering costs and will be amortized to interest expense using the effective interest method over the contractual term. As of June 30, 2023, the unamortized debt discount and debt issuance cost of the 2025 Notes was $5.5 million on the condensed consolidated balance sheet.

During the quarter ended June 30, 2023, the 2025 Notes did not meet any of the circumstances that would allow for a conversion.

Based on the last reported sale price of the Company's Class A common stock on June 30, 2023, the if-converted value of the 2025 Notes was $186.7 million, which would not exceed the outstanding principal amount.

The net carrying amounts of the liability component of the 2025 Notes were as follows (in thousands):

	June 30, 2023	December 31, 2022
Principal	$ 747,498	$ 747,498
Unamortized debt discount and debt issuance costs (1)	(5,515)	(6,889)
Net carrying amount of liability component	$ 741,983	$ 740,609

(1) The Company adopted ASC 2020-06 on January 1, 2022 using the modified retrospective approach, which resulted in a $133.5 million increase to the carrying value of the convertible senior notes to reflect the full principal amount of the convertible senior notes outstanding net of issuance costs at the time of adoption.

As of June 30, 2023, the total estimated fair values (which represents a Level 2 valuation) of the 2025 Notes were approximately $673.0 million. The estimated fair value of the 2025 Notes was determined based on a market approach which was determined based on the actual bids and offers of the 2025 Notes in an over-the-counter market on the last trading day of the period.

The 2025 Notes are unsecured and do not contain any financial covenants, restrictions on dividends, incurrence of senior debt or other indebtedness, or restrictions on the issuance or repurchase of securities by the Company.

Capped Calls

In connection with the issuance of the 2025 Notes, the Company entered into privately negotiated capped call transactions (the "Capped Calls") with certain of the initial purchasers or their respective affiliates at a cost of approximately $132.7 million. The Capped Calls cover, subject to anti-dilution adjustments, the number of shares of Class A common stock underlying the 2025 Notes sold in the offering. By entering into the Capped Calls, the Company expects to reduce the potential dilution to its Class A common stock (or, in the event a conversion of the 2025 Notes is settled in cash, to reduce its cash payment obligation) in the event that at the time of conversion of the 2025 Notes the trading price of the Company's Class A common stock price exceeds the conversion price of the 2025 Notes. The cap price of the Capped Calls will initially be $73.83 per share, which represents a premium of 150% over the last reported sale price of the Company's Class A common stock of $29.53 per share on The Nasdaq Global Select Market on May 12, 2020, and is subject to certain adjustments under the terms of the Capped Calls.

The Capped Calls meet the criteria for classification in equity, are not remeasured each reporting period and included as a reduction to additional paid-in-capital within shareholders' equity.

Non-revolving Loan

Following the acquisition of Flexdrive by the Company on February 7, 2020, Flexdrive remained responsible for its obligations under a Loan and Security Agreement dated March 11, 2019, as amended (the "Non-revolving Loan") with a third-party lender. Pursuant to the term of the Non-revolving Loan, as amended on June 21, 2021 and most recently on September 27, 2022, Flexdrive may request an extension of credit in the form of advances up to a maximum principal amount of $130 million to purchase new Hyundai and Kia vehicles, or for other purposes, subject to approval by the lender. Advances paid or prepaid under the Non-revolving Loan may not be reborrowed. Repayment terms for each advance include equal monthly installments sufficient to fully amortize the advances over the term, with an option for the final installment to be greater than the others. The

repayment term for each advance ranges from 24 months to 48 months. Interest is payable monthly in arrears at a fixed interest rate equal to the two-year U.S. Treasury note yield plus a spread of 3.4% for a 24-month term, the three-year U.S. Treasury note yield plus a spread of 3.4% for a 36 month term, and the average of the three and five-year U.S. Treasury note yields plus a spread of 3.4% for a 48 month term. The Non-revolving Loan is secured by all vehicles financed under the Non-revolving Loan.

The Non-revolving Loan also contains customary affirmative and negative covenants that, among other things, limit Flexdrive's ability to enter into certain acquisitions or consolidations or engage in certain asset dispositions. Upon the occurrence of certain events of default, including bankruptcy and insolvency events with respect to Flexdrive or the Company, all amounts due under the Non-revolving Loan may become immediately due and payable, among other remedies. As of June 30, 2023, the Company was in compliance with all covenants related to the Non-revolving Loan in all material aspects. Further, the Company continued to guarantee the payments of Flexdrive for any amounts borrowed following the acquisition.

Master Vehicle Loan

Following the acquisition of Flexdrive by the Company on February 7, 2020, Flexdrive remained responsible for its obligations under a Master Vehicle Acquisition Financing and Security Agreement, dated February 7, 2020 as amended (the "Master Vehicle Loan") with a third-party lender. Pursuant to the term of the Master Vehicle Loan, Flexdrive may request loans up to a maximum principal amount of $50 million to purchase vehicles. Repayment terms for each loan include equal monthly installments sufficient to amortize the loan over the term, with an option for the final installment to be greater than the others and is typically equal to the residual value guarantee the Company provides to the lender. The repayment term for each loan ranges from 12 months to 48 months. Interest is payable monthly in advance at a fixed interest rate equal to the three-year swap rate plus a spread of 2.10% on the date of the loan. Principal amounts outstanding related to the Master Vehicle Loan may be fully or partially prepaid at the option of Flexdrive and must be prepaid under certain circumstances. However, if a loan is terminated for any reason prior to the last day of the minimum loan term Flexdrive will be obligated to pay to the lender, an early termination fee in an amount which is equal to the interest which would otherwise be payable by Flexdrive to lender for the remainder of the minimum loan term for that loan. The Master Vehicle Loan is secured by all vehicles financed under the Master Vehicle Loan as well as certain amounts held in escrow for the benefit of the lender. Amounts held in escrow are recorded as restricted cash on the condensed consolidated balance sheets.

The Master Vehicle Loan contains customary affirmative and negative covenants that, among other things, limit Flexdrive's ability to enter into certain acquisitions or consolidations or engage in certain asset dispositions. Upon the occurrence of certain events of default, including bankruptcy and insolvency events with respect to Flexdrive or the Company, all amounts due under the Master Vehicle Loan may become immediately due and payable, among other remedies. As of June 30, 2023, Flexdrive was in compliance with all covenants related to the Master Vehicle Loan in all material respects. Further, the Company continued to guarantee the payments of Flexdrive for any amounts borrowed following the acquisition.

The fair values of the Non-revolving Loan and Master Vehicle Loan were $6.6 million and $84.6 million, respectively, as of June 30, 2023 and were determined based on quoted prices in markets that are not active, which are considered a Level 2 valuation input. As of June 30, 2023, the Company made repayments of $48.5 million on these loans.

Maturities of long-term debt outstanding, including current maturities, as of June 30, 2023 were as follows (in thousands):

Remainder of 2023	$	12,732
2024		20,393
2025		777,299
2026		21,743
2027		—
Thereafter		—
Total long-term debt outstanding	$	832,167

Vehicle Procurement Agreement

Following the acquisition of Flexdrive by the Company on February 7, 2020, Flexdrive remained responsible for its obligations under a Vehicle Procurement Agreement ("VPA"), as amended, with a third-party (the "Procurement Provider"). Procurement services under the VPA include purchasing and upfitting certain motor vehicles as specified by Flexdrive, interim financing, providing certain fleet management services, including without limitation vehicle titling, registration and tracking services on behalf of Flexdrive. Pursuant to the terms of the VPA, Flexdrive will make the applicable payments to the

Procurement Provider for the procurement services either directly or through an advance made by the Master Vehicle Loan or the Non-revolving Loan. Interest on interim financing under the VPA is based on the prime rate.

The Procurement Provider has a security interest in vehicles purchased until the full specified payment has been indefeasibly paid. The VPA contains customary affirmative and negative covenants restricting certain activities by Flexdrive. As of June 30, 2023, the Company was in compliance with all covenants of the VPA. As of June 30, 2023, the outstanding borrowings from the interim financing under the VPA was $63.9 million.

On March 11, 2019, the Procurement Provider entered into a $95.0 million revolving credit facility with a third-party lender to finance the acquisition of motor vehicles on behalf of Flexdrive under the VPA. On September 17, 2020, the revolving credit facility was amended, extending the stated maturity date to December 31, 2021 and reducing the borrowing capacity to $50.0 million. On March 11, 2019, Flexdrive entered into a Limited Non-Recourse Secured Continuing Guaranty and Subordination Agreement with the third-party lender to guarantee the Procurement Provider's performance for any amount borrowed under the revolving credit facility. As of June 30, 2023, there was no exposure to loss under the terms of the guarantee.

Revolving Credit Facility & Other Financings

On November 3, 2022, Lyft, Inc. entered into a revolving credit agreement (the “Revolving Credit Agreement”) by and among the Company, as the borrower, JPMorgan Chase Bank, N.A., as administrative agent, and certain lenders party thereto from time to time. The Revolving Credit Agreement provides the Company with a senior secured revolving credit facility (the “Revolving Credit Facility”) in an aggregate principal amount of $420.0 million that matures on the earlier of (i) November 3, 2027 and (ii) February 13, 2025, if, as of such date, the Company’s Liquidity (as defined in the Revolving Credit Agreement) minus the aggregate principal amount of the Company’s 2025 Convertible Notes (as defined in the Revolving Credit Agreement) outstanding on such date is less than $1.25 billion. Subject to certain conditions precedent, the Revolving Credit Agreement also grants the Company the option to increase the commitment under the Revolving Credit Facility by or obtain incremental term loans in an aggregate principal amount of up to $300.0 million, plus, after September 30, 2023, an unlimited amount so long as the senior secured leverage ratio does not exceed 2.50:1.00. The Revolving Credit Facility provides for borrowings up to the amount of the facility, with a sublimit of $168 million for the issuance of letters of credit. At closing, $53.5 million in letters of credit were issued under the Revolving Credit Facility and no amount had been drawn under the Revolving Credit Facility.

Under the Revolving Credit Agreement, loans bear interest, at the Company’s option, at an annual rate equal to either (i) the sum of (x) the Adjusted Term SOFR Rate (as defined in the Revolving Credit Agreement) plus (y) a variable rate based on the Company’s total leverage ratio, ranging from 1.50% to 2.25% or (ii) the sum of (x) the highest of (A) the rate of interest last quoted by The Wall Street Journal as the prime rate in effect in the United States, (B) the greater of the rate calculated by the Federal Reserve Bank of New York as the federal funds effective rate or the rate that is published by the Federal Reserve Bank of New York as the overnight bank funding rate, in either case, plus 0.50%, and (C) the one-month Adjusted Term SOFR Rate plus 1.00% and (y) a variable rate based on the Company’s total leverage ratio, ranging from 0.05% to 1.25%. The Company is required to pay a commitment fee between 0.225% and 0.375%, depending on the Company’s total leverage ratio, per annum on the undrawn portion available under the Revolving Credit Facility.

The Revolving Credit Agreement contains customary affirmative and negative covenants and restrictions typical for a financing of this type that, among other things, restrict the Company and its restricted subsidiaries’ ability to incur additional indebtedness, create liens, merge or consolidate or make certain dispositions, pay dividends and make distributions or other restricted payments, engage in transactions with affiliates, and make certain investments and acquisitions. The Revolving Credit Agreement also contains financial covenants that require the Company to maintain (a) a minimum liquidity amount of at least $1.5 billion, tested on a quarterly basis, commencing with the quarter ending December 31, 2022 through the quarter ending September 30, 2023, (b) a total leverage ratio not to exceed 3.50:1:00 commencing with the quarter ending December 31, 2023 through the quarter ending September 30, 2024 and thereafter a ratio not to exceed 3.00:1:00 (with an increase to 3.50:1:00 if the Company has an acquisition for cash consideration greater than $75 million for the fiscal quarter during which such acquisition takes place and the three fiscal quarters immediately following such acquisition), and (c) a fixed charge coverage ratio of at least 1.25:1.00, commencing with the quarter ending December 31, 2023. The Revolving Credit Agreement contains customary events of default relating to, among other things, payment defaults, breach of representation or warranty or covenants, cross default to material indebtedness, bankruptcy-related defaults, judgment defaults, and the occurrence of certain change of control events. Non-compliance with one or more of the covenants and restrictions or the occurrence of an event of default could result in the full or partial principal balance of the Revolving Credit Agreement becoming immediately due and payable and termination of the commitments.

The Company’s obligations under the Revolving Credit Facility are guaranteed by certain of the Company’s present and future material domestic subsidiaries. The Company’s obligations under, and each guarantor’s obligations under its

guaranty of, the Revolving Credit Facility are secured by a first priority interest on substantially all of the Company's or such guarantor's respective assets.

As of June 30, 2023, the Company was in compliance with all covenants related to the Revolving Credit Facility in all material aspects and no amounts had been drawn under the Revolving Credit Facility.

As of June 30, 2023, there was $16.9 million outstanding from other insignificant sources of financing.

9. Common Stock

Restricted Stock Units

The summary of restricted stock unit ("RSU") activity is as follows (in thousands, except per share data):

	Number of Shares	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value
Nonvested units as of December 31, 2022	22,315	$ 28.15	$ 244,926
Granted	40,416	8.79	
Vested	(15,416)	24.33	
Canceled	(5,716)	30.49	
Nonvested units as of June 30, 2023	41,599	$ 10.30	$ 398,267

Included in the grants for the six months ended June 30, 2023 are 13,181,107 performance based restricted stock units ("PSUs"). These PSUs are divided into individual performance milestones and vesting tranches tied to the Company's stock performance. On the grant date, the Company valued these PSUs using a Monte Carlo valuation model to determine for each milestone (i) the fair value to expense for such tranche and (ii) the requisite service period when the milestone for such tranche is expected to be achieved. The Monte Carlo valuation model considers several variables and assumptions in estimating the fair value of stock-based awards including the Company's stock price on grant date, expected term, expected volatility, and risk-free interest rate. The resulting fair value is amortized beginning on the grant date over the requisite service periods of each individual tranche.

All PSUs are subject to a continuous service condition in addition to certain performance criteria.

The fair value as of the respective vesting dates of RSUs that vested during the six months ended June 30, 2023 and 2022 was $150.6 million and $215.9 million, respectively. In connection with RSUs that vested in the six months ended June 30, 2023, the Company withheld 184,878 shares and remitted cash payments of $1.8 million on behalf of the RSU holders to the relevant tax authorities.

As of June 30, 2023, the total unrecognized compensation cost was $390.7 million. The Company expects to recognize this expense over the remaining weighted-average period of 1.4 years. The Company recognizes compensation expense on the RSUs granted prior to the effectiveness of its IPO Registration Statement on March 28, 2019 using the accelerated attribution method. Generally, RSUs granted after March 28, 2019 vest on the satisfaction of a service-based condition only. The Company recognizes compensation expense for such RSUs upon a straight-line basis over their requisite service periods.

2019 Employee Stock Purchase Plan

In March 2019, the Company's board of directors adopted, and the Company's stockholders approved, the 2019 Employee Stock Purchase Plan (the "ESPP"). The initial ESPP went into effect on March 27, 2019 and was amended on July 26, 2021. Subject to any limitations contained therein, the ESPP allows eligible employees to contribute, through payroll deductions, up to 15% of their eligible compensation to purchase the Company's Class A common stock at a discounted price per share. The ESPP provides for consecutive, overlapping 12-month offering periods, subject to certain reset provisions as defined in the plan.

A total of 6,000,000 shares of Class A common stock were initially reserved for issuance under the ESPP. As of December 31, 2022, 9,712,710 additional shares of Class A common stock were reserved for issuance under the ESPP. On January 1, 2023, an additional 3,701,549 shares of Class A common stock were reserved for issuance under the ESPP. As of June 30, 2023, 4,570,725 shares of Class A common stock have been purchased under the 2019 ESPP. The number of shares reserved under the 2019 ESPP will automatically increase on the first day of each calendar year beginning on January 1, 2020 in a number of shares equal to the least of (i) 7,000,000 shares of Class A common stock, (ii) one percent of the outstanding shares of all classes of the Company's common stock on the last day of the immediately preceding fiscal year, or (iii) an amount determined by the administrator of the 2019 ESPP.

10. Income Tax

The Company's tax provision and the resulting effective tax rate for interim periods is determined based upon its estimated annual effective tax rate adjusted for the effect of discrete items arising in that quarter.

The Company's provision for income taxes has not been historically significant to the business as the Company has incurred operating losses to date. The provision for income taxes consists of federal and state taxes in the U.S. and foreign taxes in jurisdictions in which the Company conducts business.

The Company recorded income tax expense of $2.7 million and $5.3 million in the three and six months ended June 30, 2023, respectively, and $0.1 million and $2.9 million in the three and six months ended June 30, 2022, respectively. The effective tax rate was (2.39)% and (1.80)% for the three and six months ended June 30, 2023, respectively, and (0.02)% and (0.50)% for the three and six months ended June 30, 2022, respectively. The effective tax rate differs from the U.S. statutory tax rate primarily due to the valuation allowances on the Company's deferred tax assets as it is more likely than not that some or all of the Company's deferred tax assets will not be realized.

The Company’s policy is to recognize interest and penalties associated with uncertain tax benefits as part of the income tax provision and include accrued interest and penalties with the related income tax liability on the Company’s condensed consolidated balance sheets. To date, the Company has not recognized any interest and penalties in its condensed consolidated statements of operations, nor has it accrued for or made payments for interest and penalties. The Company has no unrecognized tax benefits as of June 30, 2023 and December 31, 2022.

11. Net Loss Per Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. The diluted net loss per share is computed by giving effect to all potentially dilutive common stock equivalents outstanding for the period. For purposes of this calculation, stock options, RSUs, PSUs, the 2025 Notes, and stock purchase rights granted under the Company’s ESPP are considered to be common stock equivalents but are excluded from the calculation of diluted net loss per share when including them has an anti-dilutive effect. Basic and diluted net loss per share are the same for each class of common stock because they are entitled to the same liquidation and dividend rights.

The following table sets forth the computation of basic and diluted net loss per share for the periods indicated (in thousands, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss	$ (114,262)	$ (377,246)	$ (301,911)	$ (574,178)
Weighted-average shares used in computing net loss per share, basic and diluted	381,884	350,526	377,828	348,553
Net loss per share, basic and diluted	$ (0.30)	$ (1.08)	$ (0.80)	$ (1.65)

The following potentially dilutive outstanding shares were excluded from the computation of diluted net loss per share for the periods presented because including them would have had an anti-dilutive effect, or issuance of such shares is contingent upon the satisfaction of certain conditions which were not satisfied by the end of the period (in thousands):

	June 30,	
	2023	2022
Restricted stock units	28,208	21,737
2025 Notes(1)	19,471	19,471
Performance based restricted stock units	13,391	1,773
Stock options	903	1,009
ESPP	200	301
Total	62,173	44,291

(1) In connection with the issuance of the 2025 Notes, the Company entered into Capped Calls, which were not included for purposes of calculating the number of diluted shares outstanding, as their effect would have been anti-dilutive. The Capped Calls are expected to reduce the potential dilution to the Company's Class A common stock (or, in the event a conversion of the 2025 Notes is settled in cash, to reduce its cash payment obligation) in the event that at the time of conversion of the 2025 Notes the Company's Class A common stock price exceeds the conversion price of the 2025 Notes.

12. Related Party Transactions

The Company's transactions with related parties were immaterial for the three and six months ended June 30, 2023 and 2022.

13. Restructuring

April 2023 Restructuring Plan

In April 2023, the Company announced a restructuring plan as part of its efforts to reduce operating costs. The plan involved the termination of approximately 1,072 employees, representing 26% of the Company's employees. As a result of the restructuring plan, in the second quarter of 2023, the Company recorded $47.2 million in employee severance and other employee costs and $9.7 million in net stock-based compensation expense related to equity compensation for employees impacted by the plan of termination. The Company also recorded $6.3 million in impairment charges, fixed asset write-offs, accelerated depreciation and other costs to real estate operating lease right-of-use assets, which was primarily related to the cease use of certain facilities. As a result of the above, the Company incurred net restructuring charges of $63.3 million in the quarter ended June 30, 2023.

The following table summarizes the above restructuring related charges by line item within the Company's condensed consolidated statements of operations where they were recorded in the quarter ended June 30, 2023 (in thousands):

	Stock-Based Compensation	Severance and Other Employee Costs	Right-of-Use Asset Impairments and Other Costs	Accelerated Depreciation	Total
Cost of revenue	$ 667	$ 3,204	$ —	$ —	$ 3,871
Operation and support	259	3,054	5,268	669	9,250
Research and development	4,539	21,254	—	—	25,793
Sales and marketing	1,045	5,191	—	—	6,236
General and administrative	3,213	14,535	400	—	18,148
Total	$ 9,723	$ 47,238	$ 5,668	$ 669	$ 63,298

November 2022 Restructuring Plan

In November 2022, the Company announced a restructuring plan to reduce operating expenses. As a result of the restructuring plan, in the fourth quarter of 2022, the Company recorded $29.5 million in employee severance and other employee costs and $9.5 million in net stock-based compensation expense related to equity compensation for employees impacted by the plan of termination.

The Company's plan of termination also included restructuring charges related to a decision to exit and sublease or cease use of certain facilities to align with the Company's anticipated operating needs. The Company reassessed its real estate asset groups and estimated the fair value of the space to be subleased using current market conditions. Where the carrying value of the individual asset groups exceeded their fair value, an impairment charge was recognized for the difference. During the year ended December 31, 2022, this included $55.3 million in impairment charges related to real estate operating lease right-of-use assets, $23.9 million in accelerated depreciation of certain fixed assets and $2.1 million in write-off of fixed assets not yet placed into service. As a result of the above, the Company incurred net restructuring charges of $120.3 million in the year ended December 31, 2022.

In the first quarter of 2023, the Company finalized the exit of certain leases as part of the plan of termination and the Company completed a transaction for the divestiture of certain assets related to the Company's first party vehicle services business. As a result, the Company recorded $10.5 million in impairment charges related to the cease use of certain facilities to real estate operating lease right-of-use assets and other costs, which included $9.1 million of future payments associated with exiting certain facilities. The Company also incurred employee related charges, which include employee severance, benefits and stock-based compensation in the first quarter of 2023. As a result of the above, the Company incurred net restructuring charges of $24.4 million in the quarter ended March 31, 2023.

The following table summarizes the above restructuring related charges by line item within the Company's condensed consolidated statements of operations where they were recorded in the quarter ended March 31, 2023 (in thousands):

	Stock-Based Compensation	Severance and Other Employee Costs	Right-of-Use Asset Impairments and Other Costs	Accelerated Depreciation	Total
Cost of revenue	$ —	$ 1,101	$ —	$ —	$ 1,101
Operation and support	205	3,127	9,453	305	13,090
Research and development	—	20	2,534	—	2,554
Sales and marketing	—	14	—	—	14
General and administrative	—	64	7,604	16	7,684
Total	$ 205	$ 4,326	$ 19,591	$ 321	$ 24,443

The following table summarizes the above restructuring related charges (benefits) by line item within the Company's consolidated statements of operations where they were recorded in the year ended December 31, 2022 (in thousands):

	Stock-Based Compensation	Severance and Other Employee Costs	Right-of-Use Asset Impairments and Other Costs	Accelerated Depreciation	Total
Cost of revenue	$ 182	$ 1,612	$ —	$ —	$ 1,794
Operation and support	(31)	5,173	4,851	8,680	18,673
Research and development	3,818	9,706	15,393	36	28,953
Sales and marketing	458	3,123	—	—	3,581
General and administrative	5,082	9,861	37,120	15,192	67,255
Total	$ 9,509	$ 29,475	$ 57,364	$ 23,908	$ 120,256

As of June 30, 2023, there were $5.9 million in restructuring-related liabilities. As of December 31, 2022, there were $1.6 million in restructuring-related liabilities.

14. Variable Interest Entities

VIEs Related to the Acquisition of PBSC

As part of its acquisition of PBSC, the Company acquired several joint ventures ("JVs") which were deemed to be VIEs in accordance with ASC 810 on the acquisition date. The Company determined that PBSC is the primary beneficiary of one of the acquired VIEs, in which it owns an 80% equity interest, as PBSC has the power to direct the majority of the activities of the VIE that most significantly impact its economic performance, the obligation to absorb losses and the right to receive benefits. As PBSC is the primary beneficiary of the VIE, the assets, liabilities, non-controlling interest, revenues and operating results are included in the condensed consolidated financial statements. During the quarter ended September 30, 2022, PBSC entered into another joint venture deemed to be a VIE which was accounted for under the equity method.

The acquisition date fair value of all the VIEs acquired as part of the PBSC acquisition was $22.2 million, which exceeds the carrying value and is recorded within other investments in the condensed consolidated balance sheet. The VIE entered into during the quarter ended September 30, 2022 was immaterial. The maximum potential financial statement loss the Company would incur if these VIEs were to default on all their obligations would be the loss of the carrying value of these investments as well as any current or future investments, if any, PBSC were to make which was immaterial as of June 30, 2023.

Other than the VIE of which PBSC owns an 80% equity interest, the Company has determined that PBSC does not direct the activities that would significantly affect the economic performance of these VIEs. Therefore, the Company is not the primary beneficiary of these VIEs. As a result, the Company accounts for its investment in these VIEs under the equity method, and they are not consolidated into the Company's condensed consolidated financial statements. In addition, the Company recognizes its proportionate share of the reported profits or losses of these VIEs in other income (expense), net in the condensed consolidated statements of operations, and as an adjustment to its investment in VIEs in the condensed consolidated balance sheets. The profits and losses of these unconsolidated VIEs were not material to the condensed consolidated statements of operations for the period ended June 30, 2023.

Other VIEs

During the quarter ended June 30, 2023, the Company contributed a business to a privately held company in exchange for an equity interest and a seat on the board. This privately held company was determined to be a VIE for which the Company

lacks the power to direct the activities that most significantly impact the entity's economic performance. As the Company is not the primary beneficiary, it does not consolidate the VIE. However, due to the Company's ability to exercise significant influence, the investment will be accounted for under the equity method. The investment was recorded at its initial fair value of $12.9 million and represents the Company's maximum exposure to the VIE.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (the "2022 Annual Report"). As discussed in the section titled "Note About Forward-Looking Statements," the following discussion contains forward-looking statements that involve risks and uncertainties. Factors that could cause or contribute to such differences include those identified below and those discussed in the section titled "Risk Factors" and other parts of this Quarterly Report on Form 10-Q and in our 2022 Annual Report. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. Our fiscal year ends December 31.

Our Business

Our mission is to improve people's lives with the world's best transportation.

Lyft, Inc. (the "Company" or "Lyft") started a movement to revolutionize transportation. In 2012, we launched our peer-to-peer marketplace for on-demand ridesharing and have continued to pioneer innovations aligned with our mission. Today, Lyft is one of the largest multimodal transportation networks in the United States and Canada.

We believe that the world is at the beginning of a shift to Transportation-as-a-Service ("TaaS"). Lyft is at the forefront of this massive societal change. Our ridesharing marketplace connects drivers with riders via the Lyft mobile application (the "Lyft App") in cities across the United States and in select cities in Canada. We believe that our ridesharing marketplace allows riders to use their cars less and offers a viable alternative to car ownership while providing drivers using our platform the freedom and independence to choose when, where, how long and on what platforms they work. As this evolution continues, we believe there is a massive opportunity for us to improve the lives of riders by connecting them to more affordable and convenient transportation options.

We have established a scaled network of users brought together by our robust technology platform (the "Lyft Platform") that powers rides and connections every day. We leverage our technology platform, the scale and density of our user network and insights from a significant number of rides to improve our ridesharing marketplace efficiency and develop new offerings. We've also taken steps to ensure our network is well positioned to benefit from technological innovation in mobility.

Our offerings include an expanded set of transportation modes in select cities, such as access to a network of shared bikes and scooters ("Light Vehicles") for shorter rides and first-mile and last-mile legs of multimodal trips and information about nearby public transit routes.

Substantially all of our revenue is generated from our ridesharing marketplace that connects drivers and riders. We collect service fees and commissions from drivers for their use of our ridesharing marketplace. As drivers accept more rider leads and complete more rides, we earn more revenue. We also generate revenue from riders renting Light Vehicles, drivers renting vehicles through Express Drive and by making our ridesharing marketplace available to organizations through our Lyft Business offerings, such as our Concierge and Lyft Pass programs. In 2021, we began generating revenues from licensing and data access agreements. In the second quarter of 2022, we began generating revenues from the sale of bikes and bike station software and hardware sales substantially through our acquisition of PBSC Urban Solutions Inc ("PBSC").

Riders and drivers want and value choice, and we believe there remains an opportunity for growth in our marketplace. We are focused on delivering a great rideshare experience and continue innovating more for drivers and riders, creating an increasingly differentiated service over time. We are committed to building a durable, healthy and profitable business for our riders, drivers and shareholders.

To advance our mission, we aim to build the defining brand of our generation and to advocate through our commitment to social and environmental responsibility. We believe that our brand represents freedom at your fingertips: freedom from the stresses of car ownership and freedom to do and see more. Through our LyftUp initiatives, we're working to make sure people have access to affordable, reliable transportation to get where they need to go - no matter their income or zip code. We are also proud to be leaders in the fight against climate change. We've made the commitment to reach 100% electric vehicles ("EVs") on the Lyft network by the end of 2030. We believe many users are loyal to Lyft because of our values, brand and commitment to social and environmental responsibility.

Our values, brand and focus on customer experience are key differentiators for our business. We continue to believe that users are increasingly choosing services, including a transportation network, based on brand affinity and value alignment and we aim to make it easy for both drivers and riders to choose Lyft every time.

Impact of Macroeconomic Conditions, COVID-19 and Recent Market Dynamics on our Business

Beginning in the middle of March 2020, the COVID-19 pandemic and related responses caused decreased demand for our platform leading to decreased revenues as well as decreased earning opportunities for drivers on our platform. During the height of the COVID-19 pandemic, we also experienced volatility in the overall marketplace health on our platform, including fluctuations in driver supply and service levels. In 2022, we saw decreased demand in the first quarter driven by an increase in cases due to variants of the virus, but demand and overall marketplace health improved throughout the year. In 2023, we have adjusted our prices to be competitive and roughly in-line with the market, and these actions, combined with our focus on strong execution, led to Active Riders reaching the highest level in the second quarter of 2023 since the COVID-19 pandemic began. Across regions, more people are getting out, getting back to the office, traveling, and in doing so, choosing our platform, with commute, early morning, and airport use cases displaying strength in the second quarter of 2023.

Although there has been an improvement in overall demand and our marketplace health, demand for our platform has not returned to pre-pandemic levels in all markets and the timing of demand increases have not always aligned with supply availability. Our pricing adjustments in the first half of 2023 have helped stimulate demand for our network but have also had an adverse impact on revenue and our overall profitability. The combination of these actions and Active Rider growth reduced Revenue per Active Rider, which declined year over year in the three months ended June 30, 2023. In addition, our recent cost-restructuring efforts are helping us to offset the impact of competitive pricing on our net loss and Adjusted EBITDA.

For more information on risks associated with the COVID-19 pandemic, macroeconomic conditions and competition, see the section titled "Risk Factors" in Item 1A of Part II of this Quarterly Report on Form 10-Q.

Recent Developments

Leadership Changes

On March 27, 2023, the Company announced that Logan Green, its co-founder and Chief Executive Officer ("CEO"), decided to transition from his role as CEO, effective as of April 17, 2023, and John Zimmer, its co-founder and President, decided to transition from his role as President, effective as of June 30, 2023. On March 27, 2023, the Company also announced that the Company's board of directors (the "Board") appointed David Risher, a member of the Board since July 2021, to serve as CEO, effective as of April 17, 2023, and President and CEO, effective as of July 1, 2023. Messrs. Green and Zimmer will each remain as advisors to the Company for 12 months following the end of their employment and will continue serving on the Board, Mr. Green as Chair of the Board and Mr. Zimmer to continue serving as Vice Chair of the Board.

Subsequent to Mr. Risher's appointment, the Board appointed Kristin Sverchek, a senior executive at the Company, as President, effective as of July 1, 2023, following Mr. Zimmer's departure. Mr. Risher continues to be the principal executive officer. On May 16, 2023, the Company announced the appointment of Erin Brewer as Chief Financial Officer, effective as of July 10, 2023, following the departure of Elaine Paul in May 2023.

Restructuring Activities

On November 3, 2022, we committed to a plan of termination as part of our efforts to reduce operating expenses and adjust cash flows. The plan involved the termination of approximately 683 employees, representing 13% of our employees. As a result of the restructuring plan, in the fourth quarter of 2022, we recorded $29.5 million in employee severance and other employee costs and $9.5 million in net stock-based compensation expense related to equity compensation for employees impacted by the plan of termination. We have also incurred restructuring charges related to the exit and sublease or cease use of certain facilities, which included $55.3 million in impairment charges related to real estate operating lease right-of-use assets, $23.9 million in accelerated depreciation of certain fixed assets and $2.1 million in write-off of fixed assets not yet placed into service. As a result of these charges, we incurred net restructuring charges of $120.3 million in the fourth quarter of 2022. We also announced the intention to pursue a sale of certain assets related to our first-party vehicle service business.

In the first quarter of 2023, we finalized the exit of certain leases as part of the 2022 plan of termination and we completed a transaction for the divestiture of certain assets related to our first party vehicle services business to align with our anticipated operating needs. As a result, the Company recorded lease termination penalties and additional impairment charges related to the cease use of certain facilities to real estate operating lease right-of-use assets. The remaining employee related charges, which include employee severance, benefits and stock-based compensation, were not material in the first quarter of 2023.

In April 2023, we announced a restructuring plan as part of its efforts to reduce operating costs. The plan involved the termination of approximately 1,072 employees, representing 26% of our employees. As a result of the restructuring plan, in the second quarter of 2023, we recorded $47.2 million in employee severance and other employee costs and $9.7 million in net stock-based compensation expense related to equity compensation for employees impacted by the plan of termination. Refer to Note 13 "Restructuring" to the condensed consolidated financial statements for information regarding these reductions in workforce.

Financial Results for the Three Months Ended June 30, 2023

	Three Months Ended June 30,		
	2023	2022	2022 to 2023 % Change
GAAP Financial Measures			
(in millions, except for percentages)			
Revenue	$ 1,020.9	$ 990.7	3%
Gross profit	$ 414.3	$ 340.4	22%
Gross profit margin	*40.6 %*	*34.4 %*	18%
Total costs and expenses (1)	$ 1,179.4	$ 1,363.9	(14)%
Loss from operations	$ (158.5)	$ (373.2)	(58)%
Net loss	$ (114.3)	$ (377.2)	(70)%
Net loss as a percentage of revenue	*(11.2)%*	*(38.1)%*	(71)%
Cash used in operating activities	$ (70.0)	$ (25.2)	178%
Non-GAAP Financial Measures			
(in millions, except for percentages)			
Contribution (2)	$ 426.4	$ 315.1	35%
Contribution Margin (2)	*41.8 %*	*31.8 %*	31%
Adjusted EBITDA (2)	$ 41.0	$ (196.3)	121%
Adjusted EBITDA Margin (2)	*4.0 %*	*(19.8)%*	120%
Key Metrics			
(in thousands, except for dollar amounts and percentages)			
Active Riders	21,487	19,860	8%
Revenue per Active Rider	$ 47.51	$ 49.89	(5)%

(1) Total cost and expenses included stock-based compensation expense of $113.9 million for the three months ended June 30, 2023.

(2) Beginning in the fourth quarter of 2022, our non-GAAP financial measures and reconciliations have been updated to no longer exclude "Changes to the liabilities for insurance required by regulatory agencies attributable to historical periods" and prior period information has been revised to conform to the current period presentation.

Key Metrics

Active Riders and Revenue per Active Rider

The number of Active Riders is a key indicator of the scale of our community and awareness of our brand. Revenue per Active Rider represents our ability to drive usage and monetization of our platform.

	Active Riders			Revenue per Active Rider		
	2023	2022	Growth Rate	2023	2022	Growth Rate
	(in thousands, except for dollar amounts and percentages)					
Three Months Ended March 31	19,552	17,804	9.8%	$51.17	$49.18	4.0%
Three Months Ended June 30	21,487	19,860	8.2%	$47.51	$49.89	(4.8)%
Three Months Ended September 30		20,312			$51.88	
Three Months Ended December 31		20,358			$57.72	

We define Active Riders as all riders who take at least one ride during a quarter where the Lyft Platform processes the transaction. An Active Rider is identified by a unique phone number. If a rider has two mobile phone numbers or changed their phone number and such rider took rides using both phone numbers during the quarter, that person would count as two Active Riders. If a rider has a personal and business profile tied to the same mobile phone number, that person would be considered a single Active Rider. If a ride has been requested by an organization using our Concierge offering for the benefit of a rider, we

exclude this rider in the calculation of Active Riders unless the ride is accessible in the Lyft App. Revenue per Active Rider is calculated by dividing revenue for a period by Active Riders for the same period.

The increase in the number of Active Riders in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022 was due primarily to an increase in demand driven by our focus on pricing competitively and roughly in-line with the market. The sequential increase in the number of Active Riders in the three months ended June 30, 2023 as compared to the three months ended March 31, 2023 was due primarily to the acceleration in demand as Active Riders reached a multi-year high and our marketplace health improved.

The decrease in Revenue per Active Rider in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022 was primarily driven by lower pricing which more than offset the growth in ride frequency. The sequential decrease in Revenue per Active Rider in the three months ended June 30, 2023 as compared to the three months ended March 31, 2023 was driven by the same factors.

Critical Accounting Estimates

Our condensed consolidated financial statements and the related notes thereto are prepared in accordance with GAAP. The preparation of condensed consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from our estimates. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected.

There have been no material changes to our critical accounting estimates as described in our Annual Report on Form 10-K for the year ended December 31, 2022, except as described below.

Recent Accounting Pronouncements

See Note 2 to our condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for recently issued accounting pronouncements not yet adopted as of the date of this report.

Components of Results of Operations

In light of our recent cost-cutting efforts, we anticipate expenses to decrease as compared to 2022. We also expect a reduction in our stock based compensation expense as a result of our headcount reduction and other initiatives.

Revenue Recognition

Revenue consists of revenue recognized from fees paid by drivers for use of our Lyft Platform offerings, Concierge platform fees from organizations that use our Concierge offering, subscription fees paid by riders to access transportation options through the Lyft Platform, revenue from the bikes, bike station hardware and software sales and revenue from licensing and data access agreements. Revenue derived from these offerings is recognized in accordance with ASC 606 as described in the Critical Accounting Policies and Estimates above and in Note 2 of the notes to our condensed consolidated financial statements.

Revenue also consists of rental revenues recognized through leases or subleases primarily from Flexdrive and our network of Light Vehicles, which includes revenue generated from single-use ride fees paid by riders of Light Vehicles. Revenue derived from these offerings is recognized in accordance with ASC 842 as described in the Critical Accounting Policies and Estimates above and in Note 2 of the notes to our condensed consolidated financial statements.

We offer various incentive programs to drivers that are recorded as reduction to revenue if we do not receive a distinct good or service in consideration or if we cannot reasonably estimate the fair value of goods or services received.

Cost of Revenue

Cost of revenue primarily consists of costs directly related to revenue generating transactions through our multimodal platform which primarily includes insurance costs, payment processing charges, and other costs. Insurance costs consist of insurance generally required under TNC and city regulations for ridesharing, and bike and scooter rentals and also includes occupational hazard insurance for drivers in California. Payment processing charges include merchant fees, chargebacks and failed charges. Other costs included in cost of revenue are hosting and platform-related technology costs, personnel-related compensation costs, depreciation, amortization of technology-related intangible assets, asset write-off charges and costs related to Flexdrive, which include vehicle lease expenses and remarketing gains and losses related to the sale of vehicles. Gross profit is defined as revenue less cost of revenue.

Operations and Support

Operations and support expenses primarily consist of personnel-related compensation costs of local operations teams and teams who provide phone, email and chat support to users, Light Vehicle fleet operations support costs, driver background checks and onboarding costs, fees paid to third-parties providing operations support, facility costs and certain car rental fleet support costs. Light Vehicle fleet operations support costs include general repairs and maintenance, and other customer support activities related to repositioning bikes and scooters for rider convenience, cleaning and safety checks.

Research and Development

Research and development expenses primarily consist of personnel-related compensation costs and facilities costs. Such expenses include costs related to autonomous vehicle technology initiatives. Research and development costs are expensed as incurred.

Sales and Marketing

Sales and marketing expenses primarily consist of rider incentives, personnel-related compensation costs, driver incentives for referring new drivers or riders, advertising expenses, rider refunds and marketing partnerships with third parties. Sales and marketing costs are expensed as incurred.

General and Administrative

General and administrative expenses primarily consist of personnel-related compensation costs, professional services fees, certain insurance costs that are generally not required under TNC regulations, certain loss contingency expenses including legal accruals and settlements, insurance claims administrative fees, policy spend, depreciation, facility costs and other corporate costs. General and administrative expenses are expensed as incurred.

Interest Expense

Interest expense consists primarily of interest incurred on our 2025 Notes, as well as the related amortization of deferred debt issuance costs and debt discount. Interest expense also includes interest incurred on our Non-Revolving Loan and our Master Vehicle Loan.

Other Income (Expense), Net

Other income (expense), net consists primarily of interest earned on our cash and cash equivalents, sublease income and restricted and unrestricted short-term investments.

Provision for Income Taxes

Our provision for income taxes consists of federal and state taxes in the U.S. and foreign taxes in jurisdictions in which the Company conducts business. As we expand the scale of our international business activities, any changes in the U.S. and foreign taxation of such activities may increase our overall provision for income taxes in the future.

We have a valuation allowance for our U.S. deferred tax assets, including federal and state net operating loss carryforwards, or NOLs. We expect to maintain this valuation allowance until it becomes more likely than not that the benefit of our federal and state deferred tax assets will be realized.

Results of Operations

The following table summarizes our historical condensed consolidated statements of operations data:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
	(in thousands)		*(in thousands)*	
Revenue	$ 1,020,906	$ 990,748	$ 2,021,454	$ 1,866,323
Costs and expenses				
Cost of revenue	606,599	650,356	1,155,591	1,090,650
Operations and support	107,649	105,314	206,575	203,914
Research and development	154,612	201,768	351,516	394,522
Sales and marketing	109,167	140,754	225,108	267,083
General and administrative	201,398	265,731	457,938	482,672
Total costs and expenses	1,179,425	1,363,923	2,396,728	2,438,841
Loss from operations	(158,519)	(373,175)	(375,274)	(572,518)
Interest expense	(6,151)	(4,960)	(11,584)	(9,509)
Other income (expense), net	53,075	953	90,290	10,716
Loss before income taxes	(111,595)	(377,182)	(296,568)	(571,311)
Provision for (benefit from) income taxes	2,667	64	5,343	2,867
Net loss	$ (114,262)	$ (377,246)	$ (301,911)	$ (574,178)

The following table sets forth the components of our condensed consolidated statements of operations data as a percentage of revenue:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue	100.0 %	100.0 %	100.0 %	100.0 %
Costs and expenses				
Cost of revenue	59.4	65.6	57.2	58.4
Operations and support	10.5	10.6	10.2	10.9
Research and development	15.1	20.4	17.4	21.1
Sales and marketing	10.7	14.2	11.1	14.3
General and administrative	19.7	26.8	22.7	25.9
Total costs and expenses	115.5	137.7	118.6	130.6
Loss from operations	(15.5)	(37.7)	(18.6)	(30.7)
Interest expense	(0.6)	(0.5)	(0.6)	(0.5)
Other income (expense), net	5.2	0.1	4.5	0.6
Loss before income taxes	(10.9)	(38.1)	(14.7)	(30.6)
Provision for (benefit from) income taxes	0.3	—	0.3	0.2
Net loss	(11.2)%	(38.1)%	(14.9)%	(30.8)%

Comparison of the three and six months ended June 30, 2023 to the three and six months ended June 30, 2022

Revenue

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Revenue	$ 1,020,906	$ 990,748	3 %	$ 2,021,454	$ 1,866,323	8 %

Revenue increased $30.2 million, or 3%, in the three months ended June 30, 2023, as compared to the three months ended June 30, 2022, driven primarily by an increase of 8.2% in the number of Active Riders due primarily to growth in demand driven by competitive pricing. This was offset by a decrease of 4.8% in Revenue per Active Rider primarily driven by lower pricing which more than offset growth in ride frequency as compared to the three months ended June 30, 2022. Investments in driver supply, which are recorded as a reduction to revenue, decreased by $87.2 million for the quarter ended June 30, 2023 as compared to the same quarter in the prior year.

Revenue increased $155.1 million, or 8%, in the six months ended June 30, 2023, as compared to the six months ended June 30, 2022, driven primarily by increases in Active Riders of 9.8% and 8.2% for the quarters ended March 31, 2023 and June 30, 2023, respectively, as compared to the same quarters in the prior year. The increases in Active Riders were primarily driven by competitive pricing initiated in early 2023 and reflect the improvement in demand on our platform and improving marketplace health in 2023 as compared to the same periods in 2022.

Near-term, we intend to continue offering lower prices compared to the same periods in the prior year as we strive to provide competitive service levels, which will have an adverse impact on our revenue and profitability. However, we expect to continue to see improved marketplace balance as increasing driver supply better meets demand.

Cost of Revenue

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Cost of revenue	$ 606,599	$ 650,356	(7)%	$ 1,155,591	$ 1,090,650	6 %

Cost of revenue decreased $43.8 million, or 7%, in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The decrease was due primarily to a $84.1 million decrease in insurance costs driven by a decrease of $275.4 million related to changes in estimates to historical liabilities for insurance required by regulatory agencies from the second quarter of 2022. The decrease in insurance costs was partially offset by an increase of $154.5 million driven by recent economic factors including the high inflationary environment, increased litigation, and higher than expected paid losses across the commercial auto industry as well as an increase in rider demand and a $36.8 million gain related to the Commutation Transaction in the second quarter of 2022. There were also increases of $25.6 million in Light Vehicle related costs, $12.3 million in Flexdrive related costs and $10.0 million in transaction fees.

Cost of revenue increased $64.9 million, or 6%, in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. The increase was due primarily to a $45.8 million increase in Light Vehicle related costs, a $19.7 million increase in Flexdrive related costs and a $13.7 million increase in transaction fees. These increases were partially offset by a $10.6 million decrease in insurance costs driven by a decrease of $278.8 million primarily related to changes in estimates to historical liabilities for insurance required by regulatory agencies from the first and second quarters of 2022. The decrease in insurance costs was partially offset by an increase of $231.4 million driven by recent economic factors including the high inflationary environment, increased litigation and higher than expected paid losses across the commercial auto industry as well as an increase in rider demand and a $36.8 million gain related to the Commutation Transaction in the second quarter of 2022.

We expect to see cost of revenue increase in the near term on a year-over-year basis driven by higher insurance costs driven by uncertainties of recent economic factors.

Operations and Support

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Operations and support	$ 107,649	$ 105,314	2 %	$ 206,575	$ 203,914	1 %

Operations and support expenses were relatively flat in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. Operations and support expenses included a $9.3 million increase in restructuring costs related to the restructuring event in the second quarter of 2023, consisting of (i) $5.3 million in impairment costs of operating lease right-of-use assets and other costs, (ii) $3.1 million in severance and benefits costs, (iii) $0.7 million in accelerated depreciation of fixed assets and (iv) $0.2 million in stock-based compensation. There was also an increase of $5.6 million in Light Vehicle related costs. These increases were partially offset by a decrease of $11.0 million in personnel-related costs primarily driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023.

Operations and support expenses were relatively flat in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. Operations and support expenses included a $22.3 million increase in restructuring costs related to the restructuring events in the fourth quarter of 2022 and second quarter of 2023, consisting of (i) $14.7 million in impairment costs of operating lease right-of-use assets and other costs, (ii) $6.2 million in severance and benefits costs, (iii) $1.0 million in accelerated depreciation of fixed assets and (iv) $0.4 million in stock-based compensation. These increases were partially offset by a decrease of $20.0 million in personnel-related costs primarily driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023.

Research and Development

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Research and development	$ 154,612	$ 201,768	(23)%	$ 351,516	$ 394,522	(11)%

Research and development expenses decreased $47.2 million, or 23%, in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The decrease was primarily due to a $46.3 million decrease in stock-based compensation and a $23.0 million decrease in personnel-related costs driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. There was also a $5.4 million decrease in facilities costs. These decreases were partially offset by a $25.8 million increase in restructuring costs related to the restructuring events in the second quarter of 2023, consisting of (i) $21.3 million in severance and benefits costs and (ii) $4.5 million in stock-based compensation.

Research and development expenses decreased $43.0 million, or 11%, in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. The decrease was primarily due to a $33.6 million decrease in stock-based compensation and a $31.2 million decrease in personnel-related costs driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. There was also a $9.6 million decrease in facilities costs. These decreases were partially offset by a $28.3 million increase in restructuring costs related to the restructuring events in the fourth quarter of 2022 and second quarter of 2023, consisting of (i) $21.3 million in severance and benefits costs, (ii) $4.5 million in stock-based compensation and (iii) $2.5 million in impairment costs of operating lease right-of-use assets and other costs.

Sales and Marketing

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Sales and marketing	$ 109,167	$ 140,754	(22)%	$ 225,108	$ 267,083	(16)%

Sales and marketing expenses decreased $31.6 million, or 22%, in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The decrease was primarily due to decreases of $14.3 million in costs associated with driver and rider programs, $9.8 million in brand and other marketing and $9.0 million in driver and passenger acquisition costs and incentive programs. There were also decreases of $5.1 million in stock-based compensation and $4.7 million in personnel-related costs driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. These decreases were partially offset by a $6.2 million increase in restructuring costs related to the restructuring events in the second quarter of 2023, consisting of (i) $5.2 million in severance and benefits costs and (ii) $1.0 million in stock-based compensation.

Sales and marketing expenses decreased $42.0 million, or 16%, in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. The decrease was primarily due to decreases of $18.9 million in costs associated with driver and rider programs, $15.6 million in brand and other marketing, and $10.6 million in driver and passenger acquisition costs and incentive programs. There were also decreases of $5.2 million in personnel-related costs and $4.0 million in stock-based compensation driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. These decreases were partially offset by a $6.2 million increase in restructuring costs related to the restructuring events in the second quarter of 2023, consisting of (i) $5.2 million in severance and benefits costs and (ii) $1.0 million in stock-based compensation.

General and Administrative

	Three Months Ended June 30,			Six Months Ended June 30,		
	2023	2022	% Change	2023	2022	% Change
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
General and administrative	$ 201,398	$ 265,731	(24)%	$ 457,938	$ 482,672	(5)%

General and administrative expenses decreased $64.3 million, or 24%, in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The decrease was primarily due to a $21.0 million decrease in certain loss contingencies including legal accruals and settlements as well as a $15.2 million decrease in stock-based compensation and a $14.2 million decrease in personnel-related costs driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. There were also decreases of $12.4 million in contributions toward policy and $12.1 million in consulting and advisory costs. These decreases were partially offset by an increase of $18.1 million in restructuring costs related to the restructuring events in the second quarter of 2023, consisting of (i) $14.5 million in severance and benefits costs, (ii) $3.2 million in stock-based compensation and (iii) $0.4 million in impairment costs of operating lease right-of-use assets and other costs.

General and administrative expenses decreased $24.7 million, or 5%, in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. The decrease was primarily due to a $16.1 million decrease in consulting and advisory costs as well as a $15.9 million decrease in personnel-related costs and $3.6 million decrease in stock-based compensation driven by a reduction in headcount after the restructuring events in the fourth quarter of 2022 and second quarter of 2023. There were also decreases of $12.6 million in contributions toward policy, $8.4 million in taxes, $6.0 million in claims administration costs and $3.8 million in bad debt expense. These decreases were partially offset by an increase of $25.8 million in restructuring costs related to the restructuring events in the fourth quarter of 2022 and second quarter of 2023, consisting of (i) $14.6 million in severance and benefits costs, (ii) $8.0 million in impairment costs of operating lease right-of-use assets and other costs and (iii) $3.2 million in stock-based compensation. There was also an increase of $17.4 million in an accrual for self-retained general business liabilities.

Interest Expense

	Three Months Ended June 30,			Six Months Ended June 30,		
	2023	2022	% Change	2023	2022	% Change
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Interest expense	$ (6,151)	$ (4,960)	24 %	$ (11,584)	$ (9,509)	22 %

Interest expense increased $1.2 million, or 24%, in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022.

Interest expense increased $2.1 million, or 22%, in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022.

Other Income (Expense), Net

	Three Months Ended June 30,			Six Months Ended June 30,		
	2023	2022	% Change	2023	2022	% Change
	(in thousands, except for percentages)			*(in thousands, except for percentages)*		
Other income (expense), net	$ 53,075	$ 953	5,469 %	$ 90,290	$ 10,716	743 %

Other income (expense), net increased $52.1 million in the three months ended June 30, 2023 as compared to the three months ended June 30, 2022. The increase was primarily due to a $29.7 million increase in interest income due to rising interest rates and a $12.9 million increase related to a gain on an equity method investment. These increases were offset by a $2.6 million decrease in sublease income as a result of the exit of certain facilities in the fourth quarter of 2022.

Other income (expense), net increased $79.6 million in the six months ended June 30, 2023 as compared to the six months ended June 30, 2022. The increase was primarily due to a $61.2 million increase in interest income due to rising interest rates and a $12.9 million increase related to a gain on an equity method investment. These increases were offset by a $5.0 million decrease in sublease income as a result of the exit of certain facilities in the fourth quarter of 2022.

Non-GAAP Financial Measures

	Three Months Ended June 30,		% Change	Six Months Ended June 30,		% Change
	2023	2022		2023	2022	
	(in millions, except for percentages)					
GAAP Financial Measures						
Gross profit	$ 414.3	$ 340.4	21.7 %	$ 865.9	$ 775.7	11.6 %
Gross profit margin	*40.6%*	*34.4%*		*42.8%*	*41.6 %*	
Net loss	$ (114.3)	$ (377.2)	(69.7)%	$ (301.9)	$ (574.2)	(47.4)%
Net loss as a % of revenue	*(11.2)%*	*(38.1)%*		*(14.9)%*	*(30.8)%*	
Non-GAAP Financial Measures						
Contribution[(1)]	$ 426.4	$ 315.1	35.3 %	$ 891.5	$ 817.6	9.0 %
Contribution Margin[(1)]	*41.8 %*	*31.8 %*		*44.1 %*	*43.8 %*	
Adjusted EBITDA[(1)]	$ 41.0	$ (196.3)	120.9 %	$ 63.7	$ (141.5)	145.0 %
Adjusted EBITDA Margin[(1)]	*4.0 %*	*(19.8)%*		*3.2 %*	*(7.6)%*	

(1) Contribution, Contribution Margin, Adjusted EBITDA, and Adjusted EBITDA Margin are non-GAAP financial measures and metrics. For more information regarding our use of these measures and a reconciliation of these measures to the most comparable GAAP measures, see “Reconciliation of Non-GAAP Financial Measures.”

Contribution and Contribution Margin

Contribution and Contribution Margin are measures used by our management to understand and evaluate our operating performance and trends. Gross profit is the most directly comparable financial measure to Contribution and gross profit margin is similarly comparable to Contribution Margin. We believe Contribution and Contribution Margin are key measures of our ability to achieve profitability.

We define Contribution as gross profit, or revenue less cost of revenue, adjusted to exclude the following items from cost of revenue:

- amortization of intangible assets;
- stock-based compensation expense;
- payroll tax expense related to stock-based compensation;
- net amount from claims ceded under the Reinsurance Agreement;
- transaction costs related to certain legacy auto insurance liabilities, if any; and
- restructuring charges, if any.

For more information about cost of revenue, see the section titled “Components of Results of Operations—Cost of Revenue.”

Contribution Margin is calculated by dividing Contribution for a period by revenue for the same period.

During the second quarter of 2021, we entered into a Quota Share Reinsurance Agreement for the reinsurance of legacy auto insurance liabilities between October 1, 2018 to October 1, 2020, based on the reserves in place as of March 31, 2021. During the first quarter of 2020, we entered into a Novation Agreement for the transfer of certain legacy auto insurance liabilities between October 1, 2015 and September 30, 2018. Refer to Note 4 “Supplemental Financial Statement Information” to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for information regarding these transactions. We believe the costs associated with these transactions related to certain legacy auto insurance liabilities do not illustrate the current period performance of our ongoing operations despite this transaction occurring in the current period because the impacted insurance liabilities relate to claims that date back years.

Losses ceded under the Reinsurance Agreement that exceeded $271.5 million, but were below the aggregate limit of $434.5 million, resulted in the recognition of a deferred gain liability. The deferral of gains had a negative impact in the respective period to cost of revenue as the losses on direct liabilities were not offset by gains from excess benefits under the Reinsurance Agreement. The amortization of these deferred gains provided a benefit to the cost of revenue over multiple periods equal to the excess benefits received. We believe that the net amount recognized on the statement of operations associated with claims ceded under the Reinsurance Agreement, including any related reserve adjustments and any benefit recognized for the related deferred gains, should be excluded to show the ultimate economic benefit of the Reinsurance Agreement. This adjustment will help investors understand the economic benefit of our Reinsurance Agreement on future trends in our operations, as they improve over the settlement period of any deferred gains. Therefore, in the event that the net amount of any reserve adjustments and any benefits from deferred gains related to claims ceded under the Reinsurance Agreement is recognized on the statement of operations, those amounts will be excluded from the calculation of Contribution and Adjusted EBITDA through the exclusion of the "Net amount from claims ceded under the Reinsurance Agreement". As of June 30, 2023, we have no deferred gain related to losses ceded under the Reinsurance Agreement.

During the second quarter of 2022, we completed the Commutation Transaction, which effectively commuted and settled the Reinsurance Agreement. The Commutation Transaction resulted in a $36.8 million gain recorded to cost of revenue on the condensed consolidated statement of operations. Refer to Note 4 "Supplemental Financial Statement Information" to the condensed consolidated financial statements for information regarding these transactions. We believe the adjustment to exclude this gain associated with the commutation of the Reinsurance Agreement from Contribution and Adjusted EBITDA is useful to investors by enabling them to better assess our operating performance in the context of current period results and provide for better comparability with our historically disclosed Contribution and Adjusted EBITDA amounts. The gain associated with this Commutation Agreement. which commutes and settles the Reinsurance Agreement will be excluded from the calculation of Contribution and Adjusted EBITDA through the exclusion of the "Net amount from claims ceded under the Reinsurance Agreement."

We announced restructuring plans in the fourth quarter of 2022 and the second quarter of 2023 to reduce operating expenses. We believe the costs associated with the restructurings are distinguishable from ongoing operating costs and do not reflect current or expected performance of our ongoing operations. We believe the adjustment to exclude the costs related to restructuring from Contribution and Adjusted EBITDA is useful to investors by enabling them to better assess our ongoing operating performance and provide for better comparability with our historically disclosed Contribution and Adjusted EBITDA amounts. Refer to Note 13 "Restructuring" to the condensed consolidated financial statements for information regarding these restructuring plans.

For more information regarding the limitations of Contribution and Contribution Margin and a reconciliation of gross profit to Contribution, see the section titled "Reconciliation of Non-GAAP Financial Measures".

Adjusted EBITDA and Adjusted EBITDA Margin

Adjusted EBITDA and Adjusted EBITDA Margin are key performance measures that our management uses to assess our operating performance and the operating leverage in our business. Because Adjusted EBITDA and Adjusted EBITDA Margin facilitate internal comparisons of our historical operating performance on a more consistent basis, we use these measures for business planning purposes. We expect Adjusted EBITDA and Adjusted EBITDA Margin will increase over the long term as we continue to scale our business and achieve greater efficiencies in our operating expenses.

We calculate Adjusted EBITDA as net loss, adjusted for:

- interest expense;
- other income (expense), net;
- provision for (benefit from) income taxes;
- depreciation and amortization;
- stock-based compensation;
- payroll tax expense related to stock-based compensation;
- net amount from claims ceded under the Reinsurance Agreement;
- sublease income;
- costs related to acquisitions and divestitures, if any; and
- restructuring charges, if any.

Adjusted EBITDA Margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period.

We sublease certain office space and earn sublease income. Sublease income is included within other income, net on our condensed consolidated statement of operations, while the related lease expense is included within operating expenses and loss from operations. We believe the adjustment to include sublease income to Adjusted EBITDA is useful to investors by enabling them to better assess our operating performance, including the benefits of recent transactions, by presenting sublease income as a contra-expense to the related lease charges within our operating expenses.

For more information regarding the limitations of Adjusted EBITDA and Adjusted EBITDA Margin and a reconciliation of net loss to Adjusted EBITDA, see the section titled "Reconciliation of Non-GAAP Financial Measures".

Reconciliation of Non-GAAP Financial Measures

We use Contribution, Contribution Margin, Adjusted EBITDA, and Adjusted EBITDA Margin in conjunction with GAAP measures as part of our overall assessment of our performance, including the preparation of our annual operating budget and quarterly forecasts, to evaluate the effectiveness of our business strategies, and to communicate with our board of directors concerning our financial performance. Our definitions may differ from the definitions used by other companies and therefore comparability may be limited. In addition, other companies may not publish these or similar metrics. Furthermore, these measures have certain limitations in that they do not include the impact of certain expenses that are reflected in our condensed consolidated statements of operations that are necessary to run our business. Thus, our Contribution, Contribution Margin, Adjusted EBITDA, and Adjusted EBITDA Margin should be considered in addition to, not as substitutes for, or in isolation from, measures prepared in accordance with GAAP.

We compensate for these limitations by providing a reconciliation of Contribution and Adjusted EBITDA to the related GAAP financial measures, revenue, net loss, and net cash provided by (used in) operating activities, respectively. We encourage investors and others to review our financial information in its entirety, not to rely on any single financial measure and to view Contribution, Contribution Margin, Adjusted EBITDA and Adjusted EBITDA Margin in conjunction with their respective related GAAP financial measures.

The following table provides a reconciliation of gross profit, or revenue less cost of revenue, to Contribution (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenue	$ 1,020.9	$ 990.7	$ 2,021.5	$ 1,866.3
Less cost of revenue	(606.6)	(650.4)	(1,155.6)	(1,090.6)
Gross profit	414.3	340.4	865.9	775.7
Gross profit margin	40.6%	34.4%	42.8%	41.6%
Adjusted to exclude the following (as related to cost of revenue):				
Amortization of intangible assets	1.2	1.2	2.5	2.5
Stock-based compensation expense	7.5	10.1	18.3	20.0
Payroll tax expense related to stock-based compensation	0.2	0.2	0.6	0.9
Net amount from claims ceded under the Reinsurance Agreement[1]	—	(36.8)	—	18.5
Restructuring charges[2]	3.1	—	4.3	—
Contribution[3][4]	$ 426.4	$ 315.1	$ 891.5	$ 817.6
Contribution Margin[3]	41.8%	31.8%	44.1%	43.8%

(1) Reflects the net amount recognized on the statement of operations associated with claims ceded under the Reinsurance Agreement, including any losses related to the deferral gains on the statement of operations and any benefit from the amortization of the deferred gain in the same period, to help investors understand the ultimate economic benefit of the Reinsurance Agreement.In the second quarter of 2022, we recorded a $36.8 million gain under cost of revenue on the condensed consolidated statement of operations related to a transaction which effectively commuted and settled the Reinsurance Agreement. Refer to Note 4 "Supplemental Financial Statement Information" to the condensed consolidated financial statements for information regarding the Commutation Transaction.

(2) As part of the announced restructuring plans, we incurred $3.1 million and $4.3 million of severance and other employee costs for the three and six months ended June 30, 2023, respectively. For the three and six months ended June 30, 2023, restructuring related charges for stock-based compensation of $0.7 million and payroll tax expense related to stock-based compensation of $0.1 million are included on their respective line items. Refer to Note 13 "Restructuring" to the condensed consolidated financial statements for information regarding the restructuring plans announced in November 2022 and April 2023.

(3) Beginning in the fourth quarter of 2022, the Company's non-GAAP financial measures were updated to no longer adjust for "Changes to the liabilities for insurance required by regulatory agencies attributable to historical periods" and prior period information has been revised to conform to the current period presentation.

(4) Due to rounding, numbers presented may not calculate precisely to the totals provided.

Net loss is the most directly comparable financial measure to Adjusted EBITDA. The following table provides a reconciliation of net loss to Adjusted EBITDA (in millions):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net loss	$ (114.3)	$ (377.2)	$ (301.9)	$ (574.2)
Adjusted to exclude the following:				
Interest expense[(1)]	6.9	5.2	12.7	9.9
Other (income) expense, net	(53.1)	(1.0)	(90.3)	(10.7)
Provision for (benefit from) income taxes	2.7	0.1	5.3	2.9
Depreciation and amortization	28.6	29.1	55.8	60.9
Stock-based compensation	113.9	176.6	294.3	330.4
Payroll tax expense related to stock-based compensation	2.7	2.5	9.0	12.0
Net amount from claims ceded under the Reinsurance Agreement[(2)]	—	(36.8)	—	18.5
Sublease income	1.3	3.8	2.6	7.5
Costs related to acquisitions and divestitures[(3)]	—	1.4	—	1.4
Restructuring charges[(4)(5)]	52.3	—	76.2	—
Adjusted EBITDA[(6)(7)]	$ 41.0	$ (196.3)	$ 63.7	$ (141.5)
Adjusted EBITDA Margin	4.0%	(19.8)%	3.2%	(7.6)%

(1) Includes $0.7 million and $1.1 million related to the interest component of vehicle-related finance leases in the three and six months ended June 30, 2023, respectively. Includes $0.2 million and $0.4 million related to the interest component of vehicle-related finance leases in the three and six months ended June 30, 2022, respectively. Refer to Note 6 "Leases" to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q for information regarding the interest component of vehicle-related finance leases.

(2) Reflects the net amount recognized on the statement of operations associated with claims ceded under the Reinsurance Agreement, including any losses related to the deferral gains on the statement of operations and any benefit from the amortization of the deferred gain in the same period, to help investors understand the ultimate economic benefit of the Reinsurance Agreement. In the second quarter of 2022, we recorded a $36.8 million gain under cost of revenue on the condensed consolidated statement of operations related to a transaction which effectively commuted and settled the Reinsurance Agreement. Refer to Note 4 "Supplemental Financial Statement Information" to the condensed consolidated financial statements for information regarding the Commutation Transaction.

(3) Includes third-party costs incurred related to our acquisition of PBSC in the second quarter of 2022.

(4) In the three months ended June 30, 2023, we incurred restructuring charges of $46.6 million of severance and other employee costs and $5.7 million related to right-of-use-asset impairments, fixed asset write-offs and other costs related to the restructuring plan announced in April 2023. Restructuring related charges for stock-based compensation of $9.7 million, accelerated depreciation of $0.7 million and payroll tax expense related to stock-based compensation of $0.6 million incurred in the three months ended June 30, 2023 are included on their respective line items. Refer to Note 13 "Restructuring" to the condensed consolidated financial statements for information regarding the restructuring plan announced in April 2023.

(5) In the six months ended June 30, 2023, we incurred restructuring charges of $50.9 million of severance and other employee costs and $25.3 million related to right-of-use-asset impairments and other costs related to the restructuring plans announced in April 2023 and November 2022. Restructuring related charges for stock-based compensation of $9.9 million, accelerated depreciation of $1.0 million and payroll tax expense related to stock-based compensation of $0.6 million incurred in the six months ended June 30, 2023 are included on their respective line items. Refer to Note 13 "Restructuring" to the condensed consolidated financial statements for information regarding the restructuring plans announced in November 2022 and April 2023.

(6) Beginning in the fourth quarter of 2022, the Company's non-GAAP financial measures were updated to no longer adjust for "Changes to the liabilities for insurance required by regulatory agencies attributable to historical periods" and prior period information has been revised to conform to the current period presentation.

(7) Due to rounding, numbers presented may not calculate precisely to the totals provided.

Cash Flows

The following table summarizes our cash flows for the periods indicated (in thousands):

	Six Months Ended June 30,	
	2023	2022
Net cash used in operating activities	$ (144,013)	$ (177,531)
Net cash provided by investing activities	840,850	23,123
Net cash used in financing activities	(83,357)	(33,608)
Effect of foreign exchange on cash, cash equivalents and restricted cash and cash equivalents	345	(121)
Net change in cash, cash equivalents and restricted cash and cash equivalents	$ 613,825	$ (188,137)

Operating Activities

Cash used in operating activities was $144.0 million for the six months ended June 30, 2023. This consisted primarily of a net loss of $301.9 million. This was offset by non-cash stock-based compensation expense of $294.3 million and depreciation and amortization expense of $55.8 million.

Cash used in operating activities was $177.5 million for the six months ended June 30, 2022. This consisted primarily of a net loss of $574.2 million. This was offset by non-cash stock-based compensation expense of $330.4 million and depreciation and amortization expense of $60.9 million.

Investing Activities

Cash provided by investing activities was $840.9 million for the six months ended June 30, 2023, which primarily consisted of proceeds from sales and maturities of marketable securities of $2.1 billion. This was partially offset by purchases of marketable securities of $1.2 billion.

Cash provided by investing activities was $23.1 million for the six months ended June 30, 2022, which primarily consisted of proceeds from sales and maturities of marketable securities of $1.1 billion and maturities of term deposits of $380.0 million. This was partially offset by purchases of marketable securities of $1.3 billion, cash paid for the acquisition of PBSC of $146.3 million, net of cash acquired, and purchases of property and equipment and scooter fleet of $53.3 million.

Financing Activities

Cash used in financing activities was $83.4 million for the six months ended June 30, 2023, which primarily consisted of repayment of loans of $48.5 million and principal payments on finance lease obligations of $24.9 million.

Cash used in financing activities was $33.6 million for the six months ended June 30, 2022, which primarily consisted of our repayment of loans of $26.7 million and principal payments of finance lease obligations of $15.7 million.

Liquidity and Capital Resources

As of June 30, 2023, our principal sources of liquidity were cash and cash equivalents of approximately $638.4 million and short-term investments of approximately $1.1 billion, exclusive of restricted cash, cash equivalents and investments of $1.0 billion, and a revolving credit agreement which provides for a $420 million revolving secured credit facility. Cash and cash equivalents consisted of institutional money market funds, certificates of deposits, commercial paper and corporate bonds that have an original maturity of less than three months and are readily convertible into known amounts of cash. Also included in cash and cash equivalents are certain money market deposit accounts and cash in transit from payment processors for credit and debit card transactions. Short-term investments consisted of commercial paper, certificates of deposit, corporate bonds and term deposits, which mature in 12 months or less. Restricted cash, cash equivalents and investments consisted primarily of amounts held in separate trust accounts and restricted bank accounts as collateral for insurance purposes and amounts pledged to secure certain letters of credit. That portion of our cash and cash equivalents that is not invested is held at several large financial institutions and our investments are focused on the preservation of capital, fulfillment or our liquidity needs, and maximization of investment performance within the parameters set forth in our investment policy and subject to market conditions. The investment policy sets forth credit rating minimums, permissible allocations, and limits our exposure to specific investment types. We believe these policies mitigate our exposure to any risk concentrations.

In November 3, 2022, we entered into a revolving credit agreement with certain lenders which provides for a $420 million revolving secured credit facility maturing on the earlier of (i) November 3, 2027 and (ii) February 13, 2025, if, as of such date, the Company’s Liquidity (as defined in the revolving credit agreement) minus the aggregate principal amount of the Company’s 2025 Notes outstanding on such date is less than $1.25 billion. We are obligated to pay interest on loans under the

credit facility and other customary fees for a credit facility of this size and type, including an upfront fee and an unused commitment fee. The interest rate for the credit facility is determined based on calculations using certain market rates as set forth in the credit agreement. In addition, the credit facility contains restrictions on payments including cash payments of dividends. The Revolving Credit Facility provides for borrowings up to the amount of the facility, with a sublimit of $168 million for the issuance of letters of credit. At closing, $53.5 million in letters of credit were issued under the Revolving Credit Facility and as of the date of this Quarterly Report on Form 10-Q, no amounts had been drawn under the credit facility.

We collect the fare and related charges from riders on behalf of drivers at the time the ride is delivered using the rider’s authorized payment method, and we retain any fees owed to us before making the remaining disbursement to drivers. Accordingly, we maintain no accounts receivable from drivers. Our contracts with insurance providers require reinsurance premiums to be deposited into trust accounts with a third-party financial institution from which the insurance providers are reimbursed for claims payments. Our restricted reinsurance trust investments as of June 30, 2023 and December 31, 2022 were $632.5 million and $1.0 billion, respectively.

We continue to actively monitor the impact of the uncertain macroeconomic environment, including tightening credit markets, inflation and increased interest rates. We have made adjustments to our expenses and cash flow which include recent headcount reductions announced in November 2022 and April 2023. We have also incurred restructuring charges related to the exit and sublease or cease use of certain facilities to align with our anticipated operating needs in the fourth quarter of 2022 and the first quarter of 2023. While we cannot be certain that our actions will mitigate the impact of the uncertain macroeconomic environment, with $1.7 billion in unrestricted cash and cash equivalents and short-term investments as of June 30, 2023, as well as our credit facility, we believe we have sufficient liquidity to meet our working capital and capital expenditures needs for at least the next 12 months and beyond.

Our future capital requirements will depend on many factors, including, but not limited to our growth, our ability to attract and retain drivers and riders on our platform, the continuing market acceptance of our offerings, the timing and extent of spending to support our efforts to develop our platform, actual insurance payments for which we have made reserves, and the expansion of sales and marketing activities. Further, we may in the future enter into arrangements to acquire or invest in businesses, products, services and technologies. For example, we intend to invest further in EVs in order to achieve compliance with the California Clean Miles Standard and Incentive Program which sets the target that 90% of rideshare miles in California must be in EVs by the end of 2030, and New York City's recently announced goals to get to 100% of rideshare miles in EV by 2030. These targets align with our goal to reach 100% EVs on the Lyft Platform by the end of 2030. From time to time, we may seek additional equity or debt financing to fund capital expenditures, strategic initiatives or investments and our ongoing operations, or to refinance our existing or future indebtedness. In the event that we decide, or are required, to seek additional financing from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, financial condition and results of operations could be adversely affected.

Contractual Obligations and Commitments

In April 2023, we amended our noncancelable arrangement with the City of Chicago, with respect to the Divvy bike share program, to reduce our payment obligation by $12 million and to supply a maximum of $12 million on capital equipment for the bike share program through 2024.

As of June 30, 2023, except as described above, there have been no other material changes from the contractual obligations and commitments previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks in the ordinary course of our business, which primarily relate to fluctuations in interest rates. Such fluctuations to date have not been significant.

As of June 30, 2023, we had unrestricted cash, cash equivalents and short-term investments of approximately $1.7 billion, which consisted primarily of institutional money market funds, certificates of deposits, commercial paper, corporate bonds, U.S. government and agency securities, and a term deposit, which each carry a degree of interest rate risk, and restricted cash, cash equivalents and restricted investments of $1.0 billion. As of June 30, 2023, we had long-term debt of $832.2 million, 89% of which consisted of the fixed-rate 2025 Notes we issued in May 2020. A hypothetical 100 basis points change in interest rates would not have a material impact on our financial condition or results of operations due to immateriality.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act), as of the end of the period covered by this Quarterly Report on Form

10-Q. Based on such evaluation, our principal executive officer and principal financial officer concluded that, as of such date, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended June 30, 2023 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

Our management, including our principal executive officer and principal financial officer, do not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See discussion of Legal Proceedings in Note 7 to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 1A. RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and related notes, before making a decision to invest in our Class A common stock. Our business, financial condition, results of operations or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material. If any of the risks actually occur, our business, financial condition, results of operations and prospects could be adversely affected. In that event, the market price of our Class A common stock could decline, and you could lose part or all of your investment. For the purposes of this "Item 1A. Risk Factors" section, "riders are passengers who request rides from drivers in our ridesharing marketplace and renters of a shared bike, scooter or automobile.

Risk Factor Summary

Our business operations are subject to numerous risks, factors and uncertainties, including those outside of our control, that could cause our actual results to be harmed, including risks regarding the following:

General economic factors

- the impact of the COVID-19 pandemic and responsive measures;
- general macroeconomic conditions;
- natural disasters, economic downturns, public health crises or political crises;

Operational factors

- our limited operating history;
- our financial performance and any inability to achieve or maintain profitability in the future;
- competition in our industries;
- the unpredictability of our results of operations and uncertainty regarding the growth of the ridesharing and other markets;
- our ability to attract and retain qualified drivers and riders;
- our insurance coverage, the adequacy of our insurance reserves, and the ability of third-party insurance providers to service our auto-related insurance claims;
- our reputation, brand, and company culture;
- illegal or improper activity of users of our platform;
- the accuracy of background checks on potential or current drivers and our third party providers' ability to effectively conduct such background checks;
- changes to our pricing practices;
- the growth and development of our network of Light Vehicles and the quality of our Light Vehicles;
- our ability to manage our growth;
- our autonomous vehicle technology, partnerships with other companies who offer autonomous vehicle technologies, and the overall development of the autonomous vehicle industry;
- actual or perceived security or privacy breaches or incidents, as well as defects, errors or vulnerabilities in our technology and that of third-party providers or system failures and resulting interruptions in our availability or the availability of other systems and providers;

- our reliance on third parties, such as Amazon Web Services, vehicle rental partners, payment processors and other service providers;
- our ability to operate our Express Drive and Lyft Rentals programs;
- the development of new offerings on our platform and management of the complexities of such expansion;
- inaccuracies in or changes to our key metrics and estimates;
- our ability to offer high-quality user support and to deal with fraud;
- our ability to effectively manage our pricing methodologies;
- changes in the Internet, mobile device accessibility, mobile device operating systems and application marketplaces;
- the interoperability of our platform across third-party applications and services;
- factors relating to our intellectual property rights as well as the intellectual property rights of others;
- our presence outside the United States and any future international expansion;

Regulatory and Legal factors

- the classification status of drivers on our platform;
- changes in laws and the adoption and interpretation of administrative rules and regulations;
- compliance with laws and regulations relating to privacy, data protection and the protection or transfer of personal data;
- compliance with additional laws and regulations as we expand our offerings;
- litigation resulting from violation of the Telephone Consumer Protection Act, antitrust, and other laws and regulations;
- intellectual property litigation;
- assertions from taxing authorities that we should have collected or in the future should collect additional taxes;
- our ability to maintain an effective system of disclosure controls and internal control over financial reporting;
- costs related to operating as a public company;
- climate change and related regulatory developments;

Financing and Transactional Risks

- our future capital requirements and our ability to service our current and future debt, financial covenants and other operational restrictions contained in our current debt agreements, and counterparty risk with respect to our capped call transactions;
- our ability to make and successfully integrate acquisitions and investments or complete divestitures, joint ventures, partnerships or other strategic transactions;
- our tax liabilities, ability to use our net operating loss carryforwards and future changes in tax matters;

Governance Risks and Risks related to Ownership of our Capital Stock

- provisions of Delaware law and our certificate of incorporation and bylaws that may make a merger, tender offer or proxy contest difficult;
- exclusive forum provisions in our bylaws;
- the dual class structure of our common stock and its concentration of voting power with our Co-Founders; and
- the volatility of the trading price of our Class A common stock.

Risks Related to General Economic Factors

The COVID-19 pandemic and its related effects have disrupted and harmed, and may continue to disrupt and harm, our business, financial condition and results of operations. We are unable to predict the extent to which the pandemic and related effects will continue to adversely impact our business, financial condition and results of operations and the achievement of our strategic objectives.

Our business, operations and financial performance were negatively impacted by the COVID-19 pandemic and related public health responses, such as travel bans, travel restrictions and shelter-in-place orders. The pandemic and these responses, as well as related behavioral and social changes that continue to evolve, have caused, and could continue to cause, a number of impacts to our business and our platform, including, but not limited to, those discussed below.

- The pandemic led to declines in certain travel, including commuting and business and leisure travel, resulting in decreased demand for our platform and unpredictable earning opportunities for drivers on our platform. While travel has recovered to some degree, overall levels remain depressed and shifts towards remote or hybrid work environments, or other behavioral changes as a result of the COVID-19 pandemic, have negatively impacted the frequency and nature of demand for travel, including commuting and business travel, and may reduce our long-term market opportunity. Additionally, the recovery of demand for our platform and the impact of the broader economic environment on rider and driver behavior varies by geography and certain markets where we have historically seen significant demand have been, and may continue to be, slow to recover or grow.
- Driver behaviors have also shifted throughout the COVID-19 pandemic, leading to imbalanced levels of driver availability on our platform relative to rider demand at times in certain markets. Limited driver availability has negatively impacted service levels, which led us to provide additional incentives to attract and retain drivers, and has also decreased demand for vehicles rented to drivers through our Express Drive program.
- We have also modified our business practices as a result of the COVID-19 pandemic, including by permitting corporate employees in nearly all of our locations to work in a hybrid remote environment, limiting employee travel, adopting safety precautions for and holding virtual events and meetings. In addition, we recently announced a return to office hybrid workplace strategy. These shifts have led us to reduce our real estate footprint and may increase the risk of a cybersecurity breach or incident, result in decreased productivity, harm our company culture, adversely affect our ability to timely and accurately report our financial statements or maintain internal controls, or otherwise negatively affect our business, our financial condition and results of operations could be adversely affected.
- In response to the effects of the COVID-19 pandemic and macroeconomic uncertainty on our business, we took certain cost-cutting measures, including reductions-in-force, which may have adversely affected employee morale, our culture and our ability to attract and retain employees.
- The COVID-19 pandemic has also impacted our business operations relating to our Light Vehicles, our Express Drive program, and our autonomous vehicle partners. We design and contract to manufacture Light Vehicles and certain assets related to our network of shared Light Vehicles and have faced delays in manufacturing and delivery as well as increased costs associated with manufacturing and shipping. Our ability to operate the Express Drive program has been negatively impacted as a result of mandated closures from time to time, limited staffing availability, and increased costs for us to operate rental sites and for Flexdrive to transport, repossess, clean, and store unrented and returned vehicles. Further, the development of autonomous vehicle-related technology was directly impacted by pandemic-related health and safety conditions and shelter-in-place restrictions, and continues to experience indirect impacts such as decisions by current or potential partners to reduce investments in developing and deploying autonomous vehicle-related technology due to macroeconomic factors.
- These impacts of the COVID-19 pandemic may continue and additional impacts due to new developments may affect our business, financial condition and results of operations. The ultimate impact of the COVID-19 pandemic and related behavioral and social changes on our business, riders and drivers on our platform, and our business partners will depend on many factors outside of our control, such as governmental responses to the pandemic, shifts in consumer or business behavior and macroeconomic factors directly or indirectly related to the pandemic.

A deterioration of general macroeconomic conditions could materially and adversely affect our business and financial results.

Our business and results of operations are subject to global economic conditions. Deteriorating macroeconomic conditions, including slower growth or recession, inflation and related increases in interest rates, increases to fuel and other energy costs or vehicle costs, changes in the labor market or decreases in consumer spending power or confidence, are likely to result in decreased discretionary spending and reduced demand for our platform. Further, changes in corporate spending, including cost-cuts and layoffs, may adversely impact business travel, commuting and other business related expenditures and impact our Lyft Business customers. In addition, uncertainty and volatility in the banking and financial services sectors,

inflation and higher interest rates, increased fuel and other energy costs, increased labor and benefits costs and increased insurance costs have, and may continue to, put pressure on economic conditions, which has led, and could lead, to greater operating expenses. For example, inflation has increased and is expected to further increase medical costs and vehicle repair costs, including increased prices of new and used vehicle parts as a result of recent global supply chain challenges, which has resulted in increases in our insurance costs. Similarly, these factors, as well as increased fuel costs, increase costs as well as costs for drivers on our platform. Many of these factors and many competitive pressures are out of our control and make it difficult to accurately forecast revenues and operating results, particularly in the long-term, and could negatively affect our ability to meet our target operating performance and our (and our strategic partners') ability to make decisions about future investments and strategies. Further, we may need to make changes to our business to respond to these conditions and be able to compete effectively. For example, as a result of the increase in gas prices at certain points in 2022, in order to support drivers on our platform, we implemented a temporary per ride fuel surcharge in most markets, which we removed in September 2022. Similarly, we have adjusted our pricing in response to competitive pressures caused by changes in our marketplace, which has in the past contributed to a decline in our revenue and may cause a decline in revenue in future quarters. An economic downturn resulting in a prolonged recessionary period would likely have a further adverse effect on our revenue, financial condition and results of operations.

Our business could be adversely affected by natural disasters, public health crises, political crises, economic downturns or other unexpected events.

A significant natural disaster, such as an earthquake, fire, hurricane, tornado, flood or significant power outage, could disrupt our operations, mobile networks, the Internet or the operations of our third-party technology providers. In particular, our corporate headquarters are located in the San Francisco Bay Area, a region known for seismic activity and increasingly for fires. The impact of climate change may increase these risks. In addition, any public health crises, such as the COVID-19 pandemic, other epidemics, political crises, such as terrorist attacks, war and other political or social instability and other geopolitical developments, or other catastrophic events, whether in the United States or abroad, could adversely affect our operations or the economy as a whole. For example, we have offices and employees in Belarus and Ukraine that have been and may continue to be adversely affected by the current war in the region, including displacement of our employees. The impact of any natural disaster, act of terrorism or other disruption to us or our third-party providers' abilities could result in driver supply and rider demand imbalances, decreased demand for our offerings or a delay in the provision of our offerings, or increase our costs and operating expenses, which could adversely affect our business, financial condition and results of operations. All of the aforementioned risks may be further increased if our disaster recovery plans prove to be inadequate.

Risks Related to Operational Factors

Our limited operating history and our evolving business make it difficult to evaluate our future prospects and the risks and challenges we may encounter.

While we have primarily focused on ridesharing since our ridesharing marketplace launched in 2012, our business continues to evolve. We regularly expand our platform features, offerings and services and change our pricing methodologies. Through the acquisition of PBSC we have expanded our business to include licensing of certain of our technology and sales of bikes and stations. In recent periods, we have also reevaluated and changed our cost structure and focused our business model. For example, in February 2023, we closed the sale of our vehicle service center business. Our evolving business, industry and markets make it difficult to evaluate our future prospects and the risks and challenges we may encounter. Risks and challenges we have faced or expect to face include our ability to:

- forecast our revenue and operating results and budget for and manage our expenses;
- attract new qualified drivers and new riders, and retain existing qualified drivers and existing riders in a cost-effective manner;
- effectively and competitively price our services and determine appropriate pricing methodologies;
- comply with existing and new or modified laws and regulations applicable to our business;
- manage our platform and our business assets and expenses in light of economic and other developments, including changes in rider behavior and demand for our services;
- plan for and manage capital expenditures for our current and future offerings, including our network of Light Vehicles and certain vehicles in the Express Drive program, and manage our supply chain and supplier relationships related to our current and future offerings;
- develop, manufacture, source, deploy, sell, maintain and ensure utilization of our assets, including our network of Light Vehicles, our Driver Hub, and certain vehicles in the Express Drive program;

- anticipate and respond to macroeconomic changes and changes in market dynamics in the markets in which we operate;
- maintain and enhance the value of our reputation and brand;
- effectively manage our growth and business operations, including the impacts of the COVID-19 pandemic on our business;
- successfully expand our geographic reach and manage our international operations;
- hire, integrate and retain talented people at all levels of our organization;
- successfully develop new platform features, offerings and services to enhance the experience of users; and
- right-size our real estate portfolio.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above as well as those described elsewhere in this "Risk Factors" section, our business, financial condition and results of operations could be adversely affected. Further, because we have an evolving financial model and operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they would be if we had a static financial model or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations and our business, financial condition and results of operations could be adversely affected.

Our financial performance in recent periods may not be indicative of future performance, and we may not be able to achieve or maintain profitability in the future.

Prior to COVID-19, we grew rapidly. In 2020, due to COVID-19 and the related government and public health measures, our revenue declined significantly. Although our revenue has since recovered, the timeline for a full recovery of rideshare demand, driver supply and other aspects of our business in each of our markets is uncertain. Accordingly, our recent revenue growth rate and financial performance, including prior to the effects of COVID-19, the decline related to COVID-19 and recent growth rates compared to periods in the midst of the COVID-19 pandemic, may not be indicative of our future performance. Further, we have incurred net losses each year since our inception, and we expect that our financial performance, including Adjusted EBITDA, will continue to fluctuate in future periods. We can provide no assurances that we will achieve or maintain Adjusted EBITDA profitability in the future, on a quarterly or annual basis, or that we will ever achieve profitability on a GAAP basis.

While we remain focused on operating efficiently, our expenses will likely increase in the future as we develop and launch new offerings and platform features, expand in existing and new markets and continue to invest in our platform and customer engagement. In addition, certain costs, such as insurance and driver pay and incentives have increased or fluctuated as a result of the COVID-19 pandemic, macroeconomic factors and the development and maturation of our business and the rideshare industry and may continue to do so. We may be unable to accurately predict these costs and our investments may not result in increased revenue or growth in our business. For example, we have incurred and will continue to incur additional costs and expenses associated with the passage of Proposition 22 in California and HB 2076 in Washington, including providing drivers in these states with new earnings opportunities and protections, including contributions towards on-the-job injury insurance, other benefits and minimum guaranteed earnings. In addition, various jurisdictions have introduced legislation setting high earnings standards and increasing other costs to the business including insurance. Due to various factors, including inflation, we anticipate that our insurance costs will continue to increase and will impact our profitability. Furthermore, we have expanded over time to include more asset-intensive offerings such as our network of Light Vehicles and Flexdrive. We have also established environmental programs, such as our commitment to 100% EVs on our platform by the end of 2030. These offerings and programs require significant capital investments and recurring costs, including debt payments, maintenance, depreciation, asset life and asset replacement costs, and if we are not able to maintain sufficient levels of utilization of such assets, such offerings are otherwise not successful or we decide to shut down any such offerings, our investments may not generate sufficient returns and our financial condition may be adversely affected. In addition to the above, a determination in, resolution of, or settlement of, any legal proceeding related to driver classification matters may require us to significantly alter our existing business model and operations (including potentially suspending or ceasing operations in impacted jurisdictions), increase our costs and impact our ability to add qualified drivers to our platform and grow our business, which could have an adverse effect on our business, financial condition and results of operations, and our ability to achieve or maintain profitability in the future. Additionally, stock-based compensation expense related to RSUs and other equity awards is expected to continue to be a significant expense in future periods, and as of June 30, 2023, we had $390.7 million of unrecognized stock-based compensation expense related to RSUs and PSUs, net of estimated forfeitures, that will be recognized over a weighted-average period of approximately 1.4 years. Any failure to increase our revenue sufficiently to keep pace with our investments and other

expenses could prevent us from achieving or maintaining profitability or positive cash flow on a consistent basis. If we are unable to successfully address these risks and challenges as we encounter them, our business, financial condition and results of operations could be adversely affected.

As our business evolves, our revenue growth rates and results of operations will fluctuate due to a number of reasons, which may include long-term impacts of the COVID-19 pandemic on our business, changes in the macroeconomic environment, slowing demand for our offerings, increasing competition or changes in market dynamics, a decrease in the growth of our overall market or market saturation, increasing regulatory costs and challenges and resulting changes to our business model and our failure to capitalize on growth opportunities. If we are unable to generate adequate revenue growth and manage our expenses, we may continue to incur significant losses in the future and may not be able to achieve or maintain profitability.

We face intense competition and could lose market share to our competitors, which could adversely affect our business, financial condition and results of operations.

The market for TaaS networks is intensely competitive and characterized by rapid changes in technology, shifting levels of supply and demand and frequent introductions of new services and offerings. We expect competition to continue, both from current competitors and new entrants in the market that may be well-established and enjoy greater resources or other strategic or technological advantages. If we are unable to anticipate or successfully react to competitive challenges in a timely manner, our competitive position could weaken, or fail to improve, and we could experience fluctuations or a decline in market share, a decline in revenue or growth stagnation that could adversely affect our business, financial condition and results of operations. Our market share has fluctuated over time and we have had to take actions, such as price cuts, that have negative impacts on our financial results in the short term, either because of decreased revenue or increased investments, or both, that we believe will benefit our company in the long term.

Our main ridesharing competitor in the United States and Canada is Uber, though we also compete with other transportation network companies and taxi cab and livery companies, as well as traditional automotive manufacturers and technology companies. Our main competitors in bike and scooter sharing include Lime, Bird, Fifteen and Tier. We also compete with other manufacturers of bike and scooter sharing equipment for sales of such equipment, particularly in markets outside of the United States. Our main competitors in renting consumer vehicles include Enterprise and Avis Budget Group as well as emerging car-share marketplaces.

Additionally, there are other non-U.S.-based TaaS network companies, bike and scooter sharing companies, consumer vehicle rental companies, non-ridesharing transportation network companies and traditional automotive manufacturers that may expand into the United States and Canada. There are also a number of companies developing autonomous vehicle technology and TaaS offerings that may compete with us in the future, including Alphabet (Waymo), Amazon (Zoox), Apple, Aurora, Baidu, General Motors (Cruise), Motional, and Tesla as well as many other technology companies and automobile manufacturers and suppliers. We anticipate continued challenges from current competitors as well as from new entrants into the TaaS market.

Certain of our competitors and potential competitors have greater financial, technical, marketing, research and development, manufacturing and other resources, greater name recognition, longer operating histories or a larger user base than we do. They may be able to devote greater resources to the development, promotion and sale of offerings and offer lower prices than we do, which could adversely affect our results of operations. Further, they may have greater resources to deploy towards the research, development and commercialization of new technologies, including autonomous vehicle technology or Light Vehicles, or they may have other financial, technical or resource advantages. These factors may allow our competitors or potential competitors to derive greater revenue and profits from their existing user bases, attract and retain qualified drivers and riders at lower costs, offer more attractive pricing on their platforms or respond more quickly to new and emerging technologies and trends. Our current and potential competitors may also establish cooperative or strategic relationships, or consolidate, amongst themselves or with third parties that may further enhance their resources and offerings.

We believe that our ability to compete effectively depends upon many factors both within and beyond our control, and if we are unable to compete successfully, our business, financial condition and results of operations could be adversely affected.

Our results of operations vary and are unpredictable from period-to-period, which could cause the trading price of our Class A common stock to decline.

Our results of operations have historically varied from period-to-period and we expect that our results of operations will continue to do so for a variety of reasons, many of which are outside of our control and difficult to predict. Because our results of operations may vary significantly from quarter-to-quarter and year-to-year, the results of any one period should not be relied upon as an indication of future performance. We have presented many of the factors that may cause our results of operations to fluctuate in this “Risk Factors” section. Fluctuations in our results of operations may cause such results to fall

below our financial guidance or other projections, or the expectations of analysts or investors, which could cause the trading price of our Class A common stock to decline.

The ridesharing market and the market for our other offerings, such as our network of Light Vehicles, are still in relatively early stages of growth and development and if such markets do not continue to grow, grow more slowly than we expect or fail to grow as large or otherwise develop as we expect, our business, financial condition and results of operations could be adversely affected.

Prior to COVID-19, the ridesharing market grew rapidly, but it is still relatively new, and it is uncertain to what extent market acceptance will continue to grow, particularly after the COVID-19 pandemic, if at all. In addition, the market for our other offerings, such as our network of Light Vehicles, is relatively new and unproven, and it is uncertain whether demand for bike and scooter sharing will continue to grow and achieve wide market acceptance. Our success will depend to a substantial extent on the willingness of people to widely adopt ridesharing and our other offerings across a variety of use cases. We cannot be certain whether the behavioral and social impacts of the COVID-19 pandemic will continue to negatively impact the willingness of drivers or riders to participate in ridesharing or the willingness of riders to use shared bikes or scooters, or otherwise limit market growth. In addition, in response to the COVID-19 pandemic, we paused our Shared Rides offerings, and we were temporarily restricted from operating our scooter share program in one jurisdiction due to public health and safety measures and subsequently discontinued operations due to concerns with certain aspects of the program. In the event of a resurgence of COVID-19 or other events beyond our control, we may be required or believe it is advisable to suspend such offerings again. If the public does not perceive ridesharing or our other offerings as beneficial, or chooses not to adopt them as a result of concerns regarding public health or safety, affordability or for other reasons, whether as a result of incidents on our platform or on our competitors' platforms, the COVID-19 pandemic, or otherwise, then the market for our offerings may not further develop, may develop more slowly than we expect or may not achieve the growth potential we expect. Additionally, from time to time we re-evaluate the markets in which we operate and the performance of our offerings, and we have discontinued and may in the future discontinue operations in certain markets as a result of such evaluations. For example, we now offer Shared Rides exclusively in connection with business-to-business partnerships and only in select markets. Any of the foregoing risks and challenges could adversely affect our business, financial condition and results of operations.

If we fail to cost-effectively attract and retain qualified drivers on our platform, or to increase the utilization of our platform by existing drivers, our business, financial condition and results of operations could be harmed.

Our continued growth depends in part on our ability to cost-effectively attract and retain qualified drivers who satisfy our screening criteria and procedures and to increase their utilization of our platform. To attract and retain qualified drivers, we have, among other things, offered sign-up and referral bonuses and provided access to third-party vehicle rental programs for drivers who do not have or do not wish to use their own vehicle. Drivers are generally able to switch between our platform and competing platforms. If we do not continue to provide drivers with flexibility on our platform, compelling opportunities to increase earnings and other incentive programs, such as demand-based bonuses, that are comparable or superior to those of our competitors and other companies in the app-based work industry, or if drivers become dissatisfied with our programs and benefits or our requirements for drivers, including requirements regarding the vehicles they drive, we may fail to attract new drivers, retain current drivers or increase their utilization of our platform, or we may experience complaints, negative publicity, strikes or other work stoppages that could adversely affect our users and our business. For example, during the COVID-19 pandemic, we experienced a shortage of available drivers relative to rider demand in certain markets and offered increased incentives to improve driver supply. Our revenue and results of operations have in prior periods been negatively impacted by supply incentives, and to the extent that driver availability remains limited and we offer increased incentives to improve supply, our revenue and results of operations may be negatively impacted in the future. Additionally, following the passage of Proposition 22 in California, drivers have been able to access the earning opportunities described in the ballot measure. Further, other jurisdictions may adopt similar laws and regulations, which would likely increase our expenses. Ongoing litigation seeking to reclassify drivers as employees is pending in multiple jurisdictions, including as described in the “Legal Proceedings” subheading in Note 7, Commitments and Contingencies to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. If such litigation is successful in one or more jurisdictions, we may be required to classify drivers as employees rather than independent contractors in those jurisdictions, and we may incur significant expenses to resolve the matters at issue in the litigation. If this occurs, we may need to develop and implement an employment model that we have not historically used or to cease operations, whether temporarily or permanently, in affected jurisdictions. We may face specific risks relating to our ability to onboard drivers as employees, our ability to partner with third-party organizations to source drivers and our ability to effectively utilize employee drivers to meet rider demand.

If drivers are unsatisfied with our partners, including our third-party vehicle rental partners, our ability to attract and retain qualified drivers and to increase their utilization of our platform could be adversely affected. Further, incentives we provide to attract drivers could fail to attract and retain qualified drivers or fail to increase utilization, or could have other unintended adverse consequences. In addition, changes in certain laws and regulations, including immigration, labor and employment laws or background check requirements, may result in a shift or decrease in the pool of qualified drivers, which may result in increased competition for qualified drivers or higher costs of recruitment, operation and retention. As part of our business operations or research and development efforts, data on the vehicle may be collected and drivers may be uncomfortable or unwilling to drive knowing that data is being collected. Other factors outside of our control, such as the COVID-19 pandemic, concerns about personal health and safety, increases in the price of gasoline, vehicles or insurance, or concerns about the availability of government or other assistance programs if drivers continue to drive on our platform, may also reduce the number of drivers on our platform or their utilization of our platform, or impact our ability to onboard new drivers. If we fail to attract qualified drivers on favorable terms, fail to increase their utilization of our platform or lose qualified drivers to our competitors, we may not be able to meet the demand of riders, including maintaining a competitive price of rides to riders, and our business, financial condition and results of operations could be adversely affected.

If we fail to cost-effectively attract new riders, or to increase utilization of our platform by existing riders, our business, financial condition and results of operations could be harmed.

Our success depends in part on our ability to cost-effectively attract new riders, retain existing riders and increase utilization of our platform by current riders. Riders have a wide variety of options for transportation, including personal vehicles, rental cars, taxis, public transit and other ridesharing and bike and scooter sharing offerings. Rider preferences may also change from time to time. To expand our rider base, we must appeal to new riders who have historically used other forms of transportation or other ridesharing or bike and scooter sharing platforms. We believe that our paid marketing initiatives have been and will continue to be critical in promoting awareness of our offerings, which in turn drives new rider growth and rider utilization. However, our reputation, brand and ability to build trust with existing and new riders may be adversely affected by complaints and negative publicity about us, our offerings, our policies, including our pricing algorithms and pricing policies, the quality of our service, including timely pick-ups, drivers on our platform, or our competitors, even if factually incorrect or based on isolated incidents. Further, if existing and new riders do not perceive the transportation services provided by drivers on our platform to be reliable, safe and affordable, or if we fail to offer new and relevant offerings and features on our platform, we may not be able to attract or retain riders or to increase their utilization of our platform. As we continue to expand into new geographic areas, we will be relying in part on referrals from our existing riders to attract new riders, and therefore we must ensure that our existing riders remain satisfied with our offerings. In addition, we have experienced and may continue to experience seasonality in both ridesharing and Light Vehicle rentals during the winter months, which may harm our ability to attract and retain riders during such periods. Further, the COVID-19 pandemic has decreased the utilization of our platform by riders and may continue to affect utilization of our platform by riders, including longer term. If we fail to continue to grow our rider base, retain existing riders or increase the overall utilization of our platform by existing riders, we may not be able to provide drivers with an adequate level of ride requests, and our business, financial condition and results of operations could be adversely affected. In addition, if we do not achieve sufficient utilization of our asset-intensive offerings such as our network of Light Vehicles, our business, financial condition and results of operations could be adversely affected.

We rely substantially on our wholly-owned subsidiary and deductibles to insure auto-related risks and on third-party insurance policies to insure and reinsure our operations-related risks. If our insurance or reinsurance coverage is insufficient for the needs of our business or our insurance providers are unable to meet their obligations, we may not be able to mitigate the risks facing our business, which could adversely affect our business, financial condition and results of operations.

From the time a driver becomes available to accept rides in the Lyft Driver App until the driver logs off and is no longer available to accept rides, we, through our wholly-owned insurance subsidiary and deductibles, often bear substantial financial risk with respect to auto-related incidents, including auto liability, uninsured and underinsured motorist, auto physical damage, first party injury coverages including personal injury protection under state law and general business liabilities up to certain limits. To comply with certain United States and Canadian province insurance regulatory requirements for auto-related risks, we procure a number of third-party insurance policies which provide the required coverage in such jurisdictions. In all U.S. states, our insurance subsidiary reinsures a portion, which may change from time to time, of the auto-related risk from some third-party insurance providers. In connection with our reinsurance and deductible arrangements, we deposit funds into trust accounts with a third-party financial institution from which some third-party insurance providers are reimbursed for claims payments. If we fail to comply with state insurance regulatory requirements or other regulations governing insurance coverage, our business, financial condition and results of operations could be adversely affected. If any of our third-party insurance providers or administrators who handle the claim on behalf of the third-party insurance providers become insolvent, they could be unable to pay any operations-related claims that we make.

We also procure third-party insurance policies to cover various operations-related risks including employment practices liability, workers' compensation, business interruptions, cybersecurity and data breaches, crime, directors' and officers' liability and general business liabilities, including product liability. For certain types of operations-related risks or future risks related to our new and evolving offerings, we may not be able to, or may choose not to, acquire insurance. In addition, we may not obtain enough insurance to adequately mitigate such operations-related risks or risks related to our new and evolving offerings, and we may have to pay high premiums, self-insured retentions or deductibles for the coverage we do obtain. Additionally, if any of our insurance or reinsurance providers becomes insolvent, it could be unable to pay any operations-related claims that we make. Certain losses may be excluded from insurance coverage including, but not limited to losses caused by intentional act, pollution, contamination, virus, bacteria, terrorism, war and civil unrest.

The amount of one or more auto-related claims or operations-related claims has exceeded and could continue to exceed our applicable aggregate coverage limits, for which we have borne and could continue to bear a portion of the excess, in addition to amounts already incurred in connection with deductibles, self-insured retentions or otherwise paid by our insurance subsidiary. Insurance providers have raised premiums and deductibles for many types of coverages and for a variety of commercial risks and are likely to do so in the future. As a result, our insurance and claims expenses could increase, or we may decide to raise our deductibles or self-insured retentions when our policies are renewed or replaced to manage pricing pressure. Our business, financial condition and results of operations could be adversely affected if (i) cost per claim, premiums or the number of claims significantly exceeds our historical experience, (ii) we experience a claim in excess of our coverage limits, (iii) our insurance providers fail to pay on our insurance claims, (iv) we experience a claim for which coverage is not provided, (v) the number of claims and average claim cost under our deductibles or self-insured retentions differs from historic averages or (vi) an insurance policy is canceled or non-renewed.

Our actual losses may exceed our insurance reserves, which could adversely affect our financial condition and results of operations.

We establish insurance reserves for claims incurred but not yet paid and claims incurred but not yet reported and any related estimable expenses, and we periodically evaluate and, as necessary, adjust our actuarial assumptions and insurance reserves as our experience develops or new information is learned. We employ various predictive modeling and actuarial techniques and make numerous assumptions based on available historical experience and industry statistics to estimate our insurance reserves. Estimating the number and severity of claims, as well as related judgment or settlement amounts, is inherently difficult, subjective and speculative. While an independent actuarial firm periodically reviews our reserves for appropriateness and provides claims reserve valuations, a number of external factors can affect the actual losses incurred for any given claim, including but not limited to the length of time the claim remains open, increases in healthcare costs, increases in automotive costs (including rental vehicles), legislative and regulatory developments, judicial developments and unexpected events such as the COVID-19 pandemic. Such factors can impact the reserves for claims incurred but not yet paid as well as the actuarial assumptions used to estimate the reserves for claims incurred but not yet reported and any related estimable expenses for current and historical periods. The automotive insurance industry has experienced rising costs due to, among other things, inflation, supply chain challenges, and the increasing cost of medical care, which has driven an increase in actual losses in recent periods, and we expect these costs to continue to drive increased actual losses. Additionally, we have encountered in the past, and may encounter in the future, instances of insurance fraud, which could increase our actual insurance-related costs. For any of the foregoing reasons, our actual losses for claims and related expenses may deviate, individually or in the aggregate, from the insurance reserves reflected in our condensed consolidated financial statements. If we determine that our estimated insurance reserves are inadequate, we may be required to increase such reserves at the time of the determination, which could result in an increase to our net loss in the period in which the shortfall is determined and negatively impact our financial condition and results of operations. For example, we have in the past experienced adverse development where we have needed to increase historical reserves attributable to liabilities in prior periods. Also, in the fourth quarter of 2022, we strengthened our insurance reserves and accrued and other current liabilities in order to mitigate exposure to recent insurance cost increases due to, among other reasons, inflation, the cost of medical care and litigation.

We rely on a limited number of third-party insurance service providers for our auto-related insurance claims, and if such providers fail to service insurance claims to our expectations or we do not maintain business relationships with them, our business, financial condition and results of operations could be adversely affected.

We rely on a limited number of third-party insurance service providers to service our auto-related claims. If any of our third-party insurance service providers fails to service claims to our expectations, discontinues or increases the cost of coverage or changes the terms of such coverage in a manner not favorable to drivers or to us, we cannot guarantee that we would be able to secure replacement coverage or services on reasonable terms in an acceptable time frame or at all. If we cannot find alternate third-party insurance service providers on terms acceptable to us, we may incur additional expenses related to servicing such auto-related claims using internal resources.

In recent periods, the automotive insurance industry has experienced rising costs due to, among other things, inflation, supply chain challenges, and the cost of medical care, which has harmed our business, financial condition and results of

operations, including through increased insurance renewal costs, and we expect it to continue to negatively impact the automotive insurance industry and our business, financial condition and results of operations.

We have, from time to time, sold portions of retained insurance risk to third-parties, including as described in the "Insurance Reserves" subheading in Note 4, Supplemental Financial Statement Information to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. These transactions may cause us to incur additional expenses in the total cost of this risk, and we are subject to recapture of the risk if any third party reinsurer were to default on their reinsurance obligation.

Any negative publicity related to any of our third-party insurance service providers could adversely affect our reputation and brand and could potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

Our reputation, brand and the network effects among the drivers and riders on our platform are important to our success, and if we are not able to maintain and continue developing our reputation, brand and network effects, our business, financial condition and results of operations could be adversely affected.

We believe that building a strong reputation and brand as a safe, reliable and affordable platform and continuing to increase the strength of the network effects among the drivers and riders on our platform are critical to our ability to attract and retain qualified drivers and riders. The successful development of our reputation, brand and network effects will depend on a number of factors, many of which are outside our control. Negative perception of our platform or company may harm our reputation, brand and networks effects, including as a result of:

- complaints or negative publicity about us, drivers on our platform, riders, our product offerings, pricing or our policies and guidelines, including our practices and policies with respect to drivers, or the ridesharing industry, even if factually incorrect or based on isolated incidents;
- illegal, negligent, reckless or otherwise inappropriate behavior by drivers or riders or third parties, or concerns about the safety of our platform or ridesharing in general;
- a failure to provide drivers with a sufficient level of ride requests, charge drivers fees and commissions that are competitive or provide drivers with competitive fares and incentives;
- a failure to offer riders competitive ride pricing and pick-up times or the desired range of ride types;
- actual or perceived disruptions of or defects in our platform, such as privacy or data security breaches or incidents, site outages, payment disruptions or other incidents that impact the reliability of our offerings;
- litigation over, or investigations by regulators into, our platform or our business, including any adverse resolution of such litigation or investigations;
- users' lack of awareness of, or compliance with, our policies, changes to our policies that are negatively received, or a failure to enforce our policies in a manner perceived as effective, fair and transparent;
- a failure to operate our business in a way that is consistent with our stated values and mission, including modification or discontinuation of our community or sustainability programs, illegal or otherwise inappropriate behavior by our management team or other employees or contracts, or negative perception of our treatment of employees;
- inadequate or unsatisfactory user support service experiences;
- negative responses by drivers or riders to new offerings on our platform;
- accidents, defects or other negative incidents involving autonomous vehicles or Light Vehicles on our platform or Light Vehicles sold to third parties;
- political or social policies or activities, including our response to employee sentiment related to these matters; or
- any of the foregoing with respect to our competitors, to the extent such resulting negative perception affects the public's perception of us or our industry as a whole.

If we do not successfully maintain and develop our brand, reputation and network effects and successfully differentiate our offerings from competitive offerings, our business may not grow, we may not be able to compete effectively and we could lose existing qualified drivers or existing riders or fail to attract new qualified drivers or new riders, any of which could

adversely affect our business, financial condition and results of operations. In addition, changes we may make to enhance and improve our offerings and balance the needs and interests of the drivers and riders on our platform may be viewed positively from one group's perspective (such as riders) but negatively from another's perspective (such as drivers), or may not be viewed positively by either drivers or riders. If we fail to balance the interests of drivers and riders or make changes that they view negatively, drivers and riders may stop using our platform, take fewer rides or use alternative platforms, any of which could adversely affect our reputation, brand, business, financial condition and results of operations.

Illegal, improper or otherwise inappropriate activity of users, whether or not occurring while utilizing our platform, has and could continue to expose us to liability and harm our business, brand, financial condition and results of operations.

Illegal, improper or otherwise inappropriate activities by users, including the activities of individuals who may have previously engaged with, but are not then receiving or providing services offered through, our platform or individuals who are intentionally impersonating users of our platform could adversely affect our brand, business, financial condition and results of operations. These activities may include assault, theft, unauthorized use of credit and debit cards or bank accounts, sharing of rider or driver accounts and other misconduct. While we have implemented various measures intended to anticipate, identify and address the risk of these types of activities, these measures may not adequately address, and are unlikely to prevent, all illegal, improper or otherwise inappropriate activity by these parties from occurring in connection with our offerings. Such conduct has and could continue to expose us to liability or adversely affect our brand or reputation. At the same time, if the measures we have taken to guard against these illegal, improper or otherwise inappropriate activities, such as our requirement that all drivers undergo annual background checks or our two-way rating system and related policies, are too restrictive and inadvertently prevent qualified drivers and riders otherwise in good standing from using our offerings, or if we are unable to implement and communicate these measures fairly and transparently or are perceived to have failed to do so, the growth and retention of the number of qualified drivers and riders on our platform and their utilization of our platform could be negatively impacted. Further, any negative publicity related to the foregoing, whether such incident occurred on our platform, on our competitors' platforms, or on any ridesharing platform, could adversely affect our reputation and brand or public perception of the ridesharing industry as a whole, which could negatively affect demand for platforms like ours, and potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could harm our business, financial condition and results of operations.

We rely on third-party background check providers to screen potential and existing drivers, and if such providers fail to provide accurate information, or if providers are unable to complete background checks because of data access restrictions, court closures or other unforeseen government shutdowns, or we do not maintain business relationships with them, our business, financial condition and results of operations could be adversely affected.

We rely on third-party background check providers to screen the records of potential and existing drivers to help identify those that are not qualified to utilize our platform pursuant to applicable laws or our internal standards. Our business has been and may continue to be adversely affected to the extent we cannot attract or retain qualified drivers as a result of such providers being unable to complete certain background checks, or being significantly delayed in completing certain background checks, because of data access restrictions, or to the extent that they do not meet their contractual obligations, our expectations or the requirements of applicable laws or regulations. If any of our third-party background check providers terminates its relationship with us or refuses to renew its agreement with us on commercially reasonable terms, we may need to find an alternate provider, and may not be able to secure similar terms or replace such partners in an acceptable time frame. If we cannot find alternate third-party background check providers on terms acceptable to us, we may not be able to timely onboard potential drivers, and as a result, our platform may be less attractive to qualified drivers. Further, if the background checks conducted by our third-party background check providers do not meet our expectations or the requirements under applicable laws and regulations, unqualified drivers may be permitted to provide rides on our platform, and as a result, our reputation and brand could be adversely affected and we could be subject to increased regulatory or litigation exposure.

We are also subject to a number of laws and regulations applicable to background checks for potential and existing drivers on our platform. If we or drivers on our platform fail to comply with applicable laws, rules and legislation, our reputation, business, financial condition and results of operations could be adversely affected.

Any negative publicity related to any of our third-party background check providers, including publicity related to safety incidents or data security breaches or incidences, could adversely affect our reputation and brand, and could potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

Changes to our pricing could adversely affect our ability to attract or retain qualified drivers and riders.

Demand for our offerings is highly sensitive to the price of rides, the rates for time and distance driven, incentives paid to drivers and the fees we charge drivers. Many factors, including operating costs, legal and regulatory requirements or constraints and our current and future competitors' pricing and marketing strategies including increased incentives for drivers, could significantly affect our pricing strategies. Certain of our competitors offer, or may in the future offer, lower-priced or a

broader range of offerings. Similarly, certain competitors may use marketing strategies that enable them to attract or retain qualified drivers and riders at a lower cost than we do. This includes the use of algorithms to set dynamic prices for riders and earnings for drivers that are dependent on various factors, such as the route, time of day, and pick-up and drop-off locations of riders. From time to time, we have made pricing changes and spent significant amounts on marketing and both rider and driver incentives, and we expect that, from time to time, we will be required, through competition, regulation or otherwise, to reduce the price of rides for riders, increase the incentives we pay to drivers on our platform or reduce the fees we charge the drivers on our platform, or to increase our marketing and other expenses to attract and retain qualified drivers and riders in response to competitive pressures. These actions may adversely affect our business and financial results and may not have the desired benefits. In addition, gas prices rose significantly at certain points in 2022 and in light of those costs, we implemented a temporary per ride fuel surcharge in most markets, which we removed in September 2022. Furthermore, the economic sensitivity of drivers and riders on our platform may vary by geographic location, and as we expand, our pricing methodologies may not enable us to compete effectively in these locations. Local regulations may affect our pricing in certain geographic locations, which could amplify these effects. For example, state and local laws and regulations regarding pricing limitations during a government declared State of Emergency, including those issued in connection with the COVID-19 pandemic, have imposed limits on prices for certain services and certain local regulations regarding minimum earnings standards for drivers have caused us to revise our pricing methodology in certain markets, including New York City and Seattle. We have tested or launched, and expect to in the future test or launch, new pricing strategies and initiatives, such as subscription packages and driver or rider loyalty programs. We have also modified, and expect to in the future modify, existing pricing methodologies, such as our up-front pricing policy. To the extent any modifications to our pricing methodologies lead to real or perceived harm to driver earnings, our ability to attract or retain qualified drivers may be adversely affected. Any of the foregoing actions may not ultimately be successful in attracting and retaining qualified drivers and riders or may result in loss of market share, negative public perception and harm to our reputation.

While we continue to maintain that drivers on our platform are independent contractors in legal and administrative proceedings, our arguments may ultimately be unsuccessful. A determination in, resolution of, or settlement of, any legal proceeding, whether we are party to such legal proceeding or not, that classifies a driver utilizing a ridesharing platform as an employee, may require us to revise our pricing and earnings methodologies to account for such a change to driver classification. The passage of Proposition 22 in California and HB 2076 in Washington has enabled us to provide additional earning opportunities to drivers in those states, including guaranteed earnings. The transition has, and will continue to, require additional costs and we expect to face other challenges as we transition drivers to this new model, including changes to our pricing. We have also tested or launched, and may in the future test or launch, certain changes to the rates, fees and payment structure for drivers on our platform, which may not ultimately be successful in attracting and retaining qualified drivers. Moreover, successful litigation to overturn Proposition 22, litigation over Lyft’s compliance with Proposition 22, or the reclassification of drivers on our platform as employees could reduce the available supply of drivers as drivers leave the platform due to the changes in flexibility under an employment model. While we do and will attempt to optimize ride prices and balance supply and demand in our ridesharing marketplace, our assessments may not be accurate. We have experienced in the past and may experience in the future underpricing or overpricing of our offerings due to changes we make to the technology used in our pricing. In addition, if the offerings on our platform change, then we may need to revise our pricing methodologies. As we continue to launch new and develop existing asset-intensive offerings such as our network of Light Vehicles, our Driver Hub, and certain vehicles in our Express Drive program, factors such as maintenance, debt service, depreciation, asset life, supply chain efficiency and asset replacement may affect our pricing methodologies. In addition, we have established environmental programs, such as our commitment to 100% EVs on our platform by the end of 2030, that may also affect our pricing. Any such changes to our pricing methodologies or our ability to efficiently price our offerings could adversely affect our business, financial condition and results of operations.

If we are unable to efficiently grow and further develop our network of Light Vehicles, which may not grow as we expect or become profitable over time, and manage the related risks, our business, financial condition and results of operations could be adversely affected.

While some major cities have widely adopted bike and scooter sharing, there can be no assurance that new markets we enter will accept, or existing markets will continue to accept, bike and scooter sharing, and even if they do, that we will be able to execute on our business strategy or that our related offerings will be successful in such markets. For example, although we have exclusive rights to operate bike or scooter sharing programs in certain jurisdictions, we have faced competition in contravention of such rights and have incurred costs to defend against such challenges. A negative determination in other legal disputes regarding bike and scooter sharing, including an adverse determination regarding our existing rights to operate, could adversely affect our competitive position and results of operations. Additionally, we may from time to time be denied permits to operate, or be temporarily restricted from operating due to public health and safety measures, our bike share program or scooter share program in certain jurisdictions. While we do not expect any denial or suspension in an individual region to have a material impact, these denials or suspensions in the aggregate could adversely affect our business and results of operations. Even if we are able to successfully develop and implement our network of Light Vehicles, there may be heightened public

skepticism of this nascent service offering. In particular, there could be negative public perception surrounding bike and scooter sharing, including the overall safety and the potential for injuries occurring as a result of accidents involving an increased number of bikes and scooters on the road, and the general safety of the bikes and scooters themselves. Such negative public perception may result from incidents on our platform or incidents involving our competitors' offerings.

We design and contract to manufacture bikes and scooters using a limited number of external suppliers, and a continuous, stable and cost-effective supply of bikes and scooters that meets our standards is critical to our operations. We expect to continue to rely on external suppliers in the future. There can be no assurance we will be able to maintain our existing relationships with these suppliers and continue to be able to source our bikes and scooters on a stable basis, at a reasonable price or at all. We also design and contract to manufacture certain assets related to our network of Light Vehicles and we rely on a small number of suppliers, and in some instances a sole supplier, for components and manufacturing services.

The revenue we generate from our network of Light Vehicles may fluctuate from quarter to quarter due to, among other things, seasonal factors including weather. Our limited operating history makes it difficult for us to assess the exact nature or extent of the effects of seasonality on our network of Light Vehicles, however, we generally experience a decline in demand for our bike and scooter rentals over the winter season and an increase during more temperate and dry seasons. Additionally, from time to time we may re-evaluate the markets in which we operate and the performance of our network of Light Vehicles, and we have discontinued and may in the future discontinue operations in certain markets as a result of such evaluations. For example, in July and November 2022, we discontinued our shared scooter programs in San Diego and Los Angeles, respectively, due to a number of factors including onerous contractual requirements, institutionalized theft, and lack of public investment. Any of the foregoing risks and challenges could adversely affect our business, financial condition and results of operations.

Challenges relating to the supply chain for our bikes and scooters could adversely affect our business, financial condition and results of operations.

The supply chain for our bikes and scooters exposes us to multiple potential sources of delivery failure or shortages and our acquisition of PBSC, a producer and seller of bikes, has increased that exposure. In the event that our supply of bikes and scooters or key components is interrupted or there are significant increases in prices, our business, financial condition and results of operations could be adversely affected. Changes in business conditions, force majeure, any public health crises, such as the COVID-19 pandemic, governmental or regulatory changes and other factors beyond our control have affected and could continue to affect our suppliers' ability to deliver products and our ability to deploy products to the market, or deliver products to third parties, on a timely basis.

We incur significant costs related to the design, purchase, sourcing and operations of our network of Light Vehicles and we expect to continue incurring such costs as we expand our network of Light Vehicles. The prices and availability of bikes and scooters and related products may fluctuate depending on factors beyond our control including market and economic conditions, tariffs, changes to import or export regulations and demand. Substantial increases in prices of these assets or the cost of our operations would increase our costs and reduce our margins, which could adversely affect our business, financial condition and results of operations. Further, customs authorities may challenge or disagree with our classification, valuation or country of origin determinations of our imports. Such challenges could result in tariff liabilities, including tariffs on past imports, as well as penalties and interest. Although we have reserved for potential payments of possible tariff liabilities in our financial statements, if these liabilities exceed such reserves, our financial condition could be harmed.

Our bikes and scooters or components thereof, including bikes and scooters and components that we design and contract to manufacture using third-party suppliers, have experienced and may in the future experience quality problems, product issues or acts of vandalism or theft from time to time, which could result in decreased usage of our network of Light Vehicles or loss of our bikes or scooters. There can be no assurance we will be able to detect and fix all product issues, vandalism or theft of our Light Vehicles. Failure to do so could result in lost revenue, litigation or regulatory challenges, including personal injury or products liability claims, and harm to our reputation.

If we are unable to efficiently develop, enable, or implement partnerships with other companies to offer autonomous vehicle technologies on our platforms in a timely manner, our business, financial condition and results of operations could be adversely affected.

We partner with several companies to develop autonomous vehicle technology and offerings. Autonomous driving is a new and evolving market, which makes it difficult to predict its acceptance, its growth, and the magnitude and timing of necessary investments and other trends, including when it may be more broadly or commercially available. Our initiatives may not perform as expected, which would reduce the return on our investments in this area and our partners may decide to terminate or scale back their partnerships with us. For example, in October 2022, one of our autonomous vehicle partners announced its wind-down, and as a result we incurred a total impairment charge of $135.7 million consisting of impairments of our non-marketable equity investment in such company and other assets. In addition, the COVID-19 pandemic did, and may in the future, delay or prevent us, or our current or prospective partners and suppliers, from being able to develop or deploy

autonomous vehicle technology. Following the sale of our Level 5 self-driving vehicle division in 2021, we no longer develop our own autonomous vehicle technology, so we must develop and maintain partnerships with other companies to offer autonomous vehicle technology on our platforms, and if we are unable to do so, or if we do so at a slower pace or at a higher cost or if our technology is less capable relative to our competitors, or if our efforts to optimize our strategy with regard to our autonomous vehicle technology development are not successful, our business, financial condition and results of operations could be adversely affected. Likewise, if our autonomous vehicle technology partners are delayed or prevented from developing autonomous vehicle technology, our business, financial condition and results of operations could be adversely affected. For example, a general decrease in available capital, as well as an increase in regulatory scrutiny could delay or prevent the development of autonomous vehicle technology by our partners.

The autonomous vehicle industry may not continue to develop, or autonomous vehicles may not be adopted by the market, which could adversely affect our prospects, business, financial condition and results of operations.

We have invested, and plan to continue to invest, in the development of autonomous vehicle-related technology for use on our platform. Autonomous driving involves a complex set of technologies, including the continued development of sensing, computing and control technology. We have relied on building strategic partnerships with third-party developers of such technologies, as such technologies are costly and in varying stages of maturity. There is no assurance that these partnerships will result in the development of market-viable technologies or commercial success in a timely manner or at all. In order to gain acceptance, the reliability of autonomous vehicle technology must continue to advance.

Additional challenges to the development and deployment of autonomous vehicle technology, all of which are outside of our control, include:

- market acceptance of autonomous vehicles;
- state, federal or municipal licensing requirements, safety standards, and other regulatory measures;
- necessary changes to infrastructure to enable adoption;
- concerns regarding electronic security and privacy;
- levels of investment by developers of autonomous vehicle technology; and
- public perception regarding the safety of autonomous vehicles for drivers, riders, pedestrians and other vehicles on the road.

There are a number of existing laws, regulations and standards that may apply to autonomous vehicle technology, including vehicle standards that were not originally intended to apply to vehicles that may not have a human driver. Such regulations continue to rapidly evolve, which may increase the likelihood of complex, conflicting or otherwise inconsistent regulations, which may delay our ability to bring autonomous vehicle technology to market or significantly increase the compliance costs associated with this business strategy. In addition, there can be no assurance that the market will accept autonomous vehicles or the timing of such acceptance, if at all, and even if it does, that we will be able to execute on our business strategy or that our offerings will be successful in the market. Even if autonomous vehicle technology is successfully developed and implemented, there may be heightened public skepticism of this nascent technology and its adopters. In particular, there could be negative public perception surrounding autonomous vehicles, including the overall safety and the potential for injuries or death occurring as a result of accidents involving autonomous vehicles and the potential loss of income to human drivers resulting from widespread market adoption of autonomous vehicles. Such negative public perception may result from incidents on our platform, incidents on our partners' or competitors' platforms, or events around autonomous vehicles more generally. Any of the foregoing risks and challenges could adversely affect our prospects, business, financial condition and results of operations.

Claims from riders, drivers or third parties that allege harm, whether or not our platform is in use, adversely affect our business, brand, financial condition and results of operations.

We are regularly subject to claims, lawsuits, investigations and other legal proceedings relating to injuries to, or deaths of, riders, drivers or third-parties that are attributed to us through our offerings. We are also subject to claims alleging that we are directly or vicariously liable for the acts of the drivers on our platform or for harm related to the actions of drivers, riders, or third parties, or the management and safety of our platform and our assets. We are also subject to personal injury claims whether or not such injury actually occurred as a result of activity on our platform. For example, platform users and third parties have in the past asserted legal claims against us in connection with personal injuries related to the actions of a driver or rider who may have previously utilized our platform, but was not at the time of such injury. We have incurred expenses to settle personal injury claims, which we sometimes choose to settle for reasons including expediency, protection of our reputation and to prevent the uncertainty of litigating, and we expect that such expenses will continue to increase as our business grows and we

face increasing public scrutiny. Regardless of the outcome of any legal proceeding, any injuries to, or deaths of, any riders, drivers or third parties could result in negative publicity and harm to our brand, reputation, business, financial condition and results of operations. Our insurance policies and programs may not provide sufficient coverage to adequately mitigate the potential liability we face, especially where any one incident, or a group of incidents, could cause disproportionate harm, and we may have to pay high premiums or deductibles for our coverage and, for certain situations and/or categories of claims, we may not be able to secure coverage at all.

As we expand our network of Light Vehicles, we are subject to an increasing number of claims, lawsuits, investigations or other legal proceedings related to injuries to, or deaths of, riders of our Light Vehicles, including potential indemnification claims. In some cases, we could be required to indemnify governmental entities or operating partners for claims arising out of issues, including issues that may be outside of our control, such as the condition of the public right of way. Any such claims arising from the use of our Light Vehicles, regardless of merit or outcome, could lead to negative publicity, harm to our reputation and brand, significant legal, regulatory or financial exposure or decreased use of our Light Vehicles. Further, the bikes and scooters we design and contract to manufacture using third-party suppliers and manufacturers, including certain assets and components we design and have manufactured for us, have in the past contained and could in the future contain design or manufacturing product issues, which could also lead to injuries or death to riders. There can be no assurance we will be able to detect, prevent, or fix all product issues, and failure to do so could harm our reputation and brand or result in personal injury or products liability claims or regulatory proceedings. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

Our bikes and scooters have experienced product issues from time to time, which has in the past resulted in, and, in the future may result in, product recalls and removal from service, injuries, litigation, enforcement actions and regulatory proceedings, and could adversely affect our business, brand, financial condition and results of operations.

We design, contract to design and manufacture, sell, and directly and indirectly modify, maintain and repair bikes and scooters for our network of Light Vehicles. Such bikes and scooters have in the past contained, and, in the future may contain, product issues related to their design, materials or construction, may be improperly maintained or repaired or may be subject to vandalism. These product issues, improper maintenance or repair or vandalism have in the past unexpectedly interfered, and could in the future unexpectedly interfere, with the intended operations of the bikes or scooters, and have resulted, and could in the future result, in other safety concerns, including alleged injuries to riders or third parties. Although we, our contract manufacturers, and our third-party service providers test our bikes and scooters before they are deployed onto our network or sold, there can be no assurance we will be able to detect or prevent all product issues.

Failure to detect, prevent, fix or timely report real or perceived product issues and vandalism, or to properly maintain or repair our bikes and scooters has resulted or may result in a variety of consequences including product recalls and removal from service, service interruptions, alleged injuries, litigation, enforcement actions, including fines or penalties, regulatory proceedings, and negative publicity. Even if injuries to riders or third parties are not the result of any product issues in, vandalism of, or the failure to properly maintain or repair our bikes or scooters, we may incur expenses to defend or settle any claims or respond to regulatory inquiries, and our brand and reputation may be harmed. Any of the foregoing risks could also result in decreased usage of our network of Light Vehicles and adversely affect our business, brand, financial conditions and results of operations.

If we fail to effectively manage our growth, our business, financial condition and results of operations could be adversely affected.

We expect to continue to grow our business, infrastructure and operations over time. Growth has placed, and may continue to place, significant demands on our management and our operational and financial infrastructure. While our headcount has grown across the United States and internationally, from time to time, we have undertaken restructuring actions to better align our financial model and our business. For example, in the second quarter of 2020, we implemented a plan of termination to reduce operating expenses and adjust cash flows in light of the ongoing economic challenges resulting from the COVID-19 pandemic and its impact on our business, which plan involved the termination of approximately 17% of our employees. In November 2022, we committed to a plan of termination as part of our efforts to reduce operating expenses and adjust cash flows, which plan involved the termination of approximately 13% of our employees. In April 2023, we announced a restructuring plan as part of our efforts to further reduce operating costs, which plan involved the termination of approximately 26% of our employees. We may need to take additional restructuring actions in the future to align our business with the market. Steps we take to manage our business operations, including remote work policies for employees, and to align our operations with our strategies for future growth may adversely affect our reputation and brand, our ability to recruit, retain and motivate highly skilled personnel.

Our ability to manage our growth and business operations effectively and to integrate new employees, technologies and acquisitions into our existing business will require us to continue to expand our operational and financial infrastructure and to continue to retain, attract, train, motivate and manage employees. Continued growth could strain our ability to develop and

improve our operational, financial and management controls, enhance our reporting systems and procedures, recruit, train and retain highly skilled personnel and maintain user satisfaction. Additionally, if we do not effectively manage the growth of our business and operations, the quality of our offerings could suffer, which could negatively affect our reputation and brand, business, financial condition and results of operations.

Any actual or perceived security or privacy breach or incident could interrupt our operations, harm our brand and adversely affect our reputation, brand, business, financial condition and results of operations.

Our business involves the collection, storage, processing and transmission of our users' personal data and other sensitive data. Additionally, we maintain other confidential, proprietary, or otherwise sensitive information relating to our business, including intellectual property, and similar information we receive from third parties. Unauthorized parties have in the past gained access, and may in the future gain access, to systems or facilities we maintain or use in our business through various means, including gaining unauthorized access into our systems or facilities or those of our service providers, partners or users on our platform, or attempting to fraudulently induce our employees, service providers, partners, users or others into disclosing rider names, passwords, payment card information or other sensitive information, which may in turn be used to access our information technology systems, or attempting to fraudulently induce our employees, partners or others into manipulating payment information, resulting in the fraudulent transfer of funds to criminal actors. In addition, users on our platform could have vulnerabilities on their own devices that are entirely unrelated to our systems and platform, but could mistakenly attribute their own vulnerabilities to us. Further, breaches or incidents experienced by other companies may also be leveraged against us. For example, credential stuffing attacks are common and sophisticated actors can mask their attacks, making them difficult to identify and prevent. Certain efforts may be state-sponsored or supported by significant financial and technological resources, making them even more difficult to detect.

Although we have developed systems and processes that are designed to protect our users' data and prevent breaches and incidents, these measures cannot guarantee total security or prevent incidents from impacting our platform. Our information technology and infrastructure may be vulnerable to cyberattacks, breaches or incidents, including ransomware or other malware that may result in interruptions to our operations or unavailability of our platform, and third parties may be able to access our users' personal information and payment card data that are accessible through those systems. Additionally, as we expand our operations, including licensing or sharing data with third parties, have employees or third-party relationships in jurisdictions outside the United States, or expand work-from-home practices of our employees, our exposure to cyberattacks, breaches and incidents may increase. As a result of the war in Ukraine, there may be a heightened risk of potential cyberattacks by state actors or others. Further, employee and service provider error, malfeasance or other vulnerabilities, bugs or errors in the storage, use or transmission of personal information could result in an actual or perceived breach or incident. In the past, there have been allegations regarding violations of our policies restricting access to personal information we store, and we may be subject to these types of allegations in the future. Our service providers also face various security threats, and we and our third-party service providers may not have the resources or technical sophistication to anticipate, prevent, respond to, or mitigate cyberattacks or security breaches or incidents, and we or they may face difficulties or delays in identifying and responding to cyberattacks, breaches and incidents.

Any actual or perceived breach or incident affecting us or other parties with which we share data or processing data on our behalf could interrupt our operations, result in our platform being unavailable or otherwise disrupted, result in loss, alteration, unavailability or improper use or disclosure of data, result in fraudulent transfer of funds, harm our reputation and brand, damage our relationships with third-party partners, result in regulatory investigations and other proceedings, private claims, demands, litigation and other proceedings, loss of our ability to accept credit or debit card payments, increased card processing fees, and other significant legal, regulatory and financial exposure and lead to loss of driver or rider confidence in, or decreased use of, our platform, any of which could adversely affect our business, financial condition and results of operations. In addition, any actual or perceived breach or incident impacting autonomous vehicles, whether through our platform or our competitors', could result in legal, regulatory and financial exposure and lead to loss of rider confidence in our platform, which could significantly undermine our business. Further, any cyberattacks directed toward, or breaches or incidents impacting, our competitors could reduce confidence in the ridesharing industry as a whole and, as a result, reduce confidence in us.

We incur significant costs in an effort to detect and prevent security breaches and other security-related incidents and we expect our costs will increase as we continue to implement systems and processes designed to prevent and otherwise address security breaches and incidents. In the event of a future breach or incident, we could be required to expend additional significant capital and other resources in an effort to respond to or prevent further breaches or incidents, which may require us to divert substantial resources. Moreover, we could be required or otherwise find it appropriate to expend significant capital and other resources to respond to, notify third parties of, and otherwise address the breach or incident and its root cause.

Additionally, defending against claims or litigation based on any actual or perceived privacy or security breach or incident, regardless of their merit, could be costly and divert management's attention. We cannot be certain that our insurance coverage will be adequate for such liabilities, that insurance will continue to be available to us on commercially reasonable

terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have an adverse effect on our reputation, brand, business, financial condition and results of operations.

We primarily rely on Amazon Web Services to deliver our offerings to users on our platform, and any disruption of or interference with our use of Amazon Web Services could adversely affect our business, financial condition and results of operations.

We currently host our platform and support our operations using Amazon Web Services, or AWS, a third-party provider of cloud infrastructure services. We do not have control over the operations of the facilities of AWS that we use. AWS' facilities are vulnerable to damage or interruption from natural disasters, cybersecurity attacks, terrorist attacks, power outages and similar events or acts of misconduct. Our platform's continuing and uninterrupted performance is critical to our success. We have experienced, and expect that in the future we will experience interruptions, delays and outages in service and availability from time to time due to a variety of factors, including infrastructure changes, human or software errors, website hosting disruptions and capacity constraints. In addition, any changes in AWS' service levels may adversely affect our ability to meet the requirements of users. Since our platform's continuing and uninterrupted performance is critical to our success, sustained or repeated system failures would reduce the attractiveness of our offerings. It may become increasingly difficult to maintain and improve our performance, especially during peak usage times, as we expand and the usage of our offerings increases. Any negative publicity arising from these disruptions could harm our reputation and brand and may adversely affect the usage of our offerings.

Our commercial agreement with AWS will remain in effect until terminated by AWS or us. AWS may only terminate the agreement for convenience after complying with a one-year advance notice requirement. AWS may also terminate the agreement for cause upon a breach of the agreement or for failure to pay amounts due, in each case, subject to AWS providing prior written notice and a 30-day cure period. In the event that our agreement with AWS is terminated or we add additional cloud infrastructure service providers, we may experience significant costs or downtime in connection with the transfer to, or the addition of, new cloud infrastructure service providers. Any of the above circumstances or events may harm our reputation and brand, reduce the availability or usage of our platform, lead to a significant short term loss of revenue, increase our costs and impair our ability to attract new users, any of which could adversely affect our business, financial condition and results of operations.

On February 1, 2022 we entered into an addendum to our commercial agreement with AWS, pursuant to which we committed to spend an aggregate of at least $350 million between February 2022 and January 2026 on AWS services, with a minimum amount of $80 million in each of the four years. If we fail to meet the minimum purchase commitment during any year, we may be required to pay the difference, which could adversely affect our financial condition and results of operations.

We rely on third-party and affiliate vehicle rental partners for our Express Drive program and Lyft Rentals program, as well as third-party vehicle supply, fleet management and finance partners to support our Express Drive program, and if we cannot manage our relationships with such parties and other risks related to our Express Drive and Lyft Rentals program, our business, financial condition and results of operations could be adversely affected.

We rely on third-party and affiliate vehicle rental partners as well as third-party vehicle supply, fleet management and finance partners to supply vehicles to drivers for our Express Drive program. If any of our third-party vehicle rental partners or third-party vehicle supply, fleet management and finance partners terminates its relationship with us or refuses to renew its agreement with us on commercially reasonable terms, the availability of vehicles for drivers in certain markets could be adversely impacted, and we may need to find an alternate provider, and may not be able to secure similar terms or replace such partners in an acceptable time frame. Similarly, in the event that vehicle manufacturers issue recalls that affect the usage or the supply of vehicles or automotive parts is interrupted, including as a result of public health crises, such as the COVID-19 pandemic, affecting vehicles in these partners' fleets, the supply of vehicles available from these partners could become constrained. In addition, in May 2020, Hertz filed for bankruptcy protection, which affected its ability to meet the requirements of our Express Drive program. If we cannot find alternate third-party vehicle rental providers on terms acceptable to us, or these partners' fleets are impacted by events such as vehicle recalls, we may not be able to meet the driver and consumer demand for rental vehicles, and as a result, our platform may be less attractive to qualified drivers and consumers. In addition, due to a number of factors, including our agreements with our vehicle rental partners and our auto-related insurance program, we incur an incrementally higher insurance cost from our Express Drive program compared to the corresponding cost from the rest of our ridesharing marketplace offerings. If Flexdrive, Lyft's independently managed subsidiary, is unable to manage costs of operating Flexdrive's fleet and potential shortfalls between such costs and the rental fees collected from drivers, Lyft and Flexdrive may update the pricing methodologies related to Flexdrive's offering in Lyft's Express Drive program which could increase prices, and in turn adversely affect our ability to attract and retain qualified drivers through the Express Drive program.

Any negative publicity related to any of our third-party and affiliate vehicle rental partners, including publicity related to quality standards or safety concerns, could adversely affect our reputation and brand and could potentially lead to increased regulatory or litigation exposure. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

Our Express Drive program and potential future fleet businesses expose us to certain risks, including reductions in the utilization of vehicles in the fleets.

For the Express Drive vehicle rental program for drivers operated by our independently managed subsidiary, Flexdrive, a portion of the fleet is sourced from a range of auto manufacturers. In addition, we have established environmental programs, such as our commitment to 100% EVs on our platform by the end of 2030, that may limit the range of auto manufacturers or vehicles that Flexdrive sources from or purchase. To the extent that any of these auto manufacturers significantly curtail production, increase the cost of purchasing cars or decline to provide cars to Flexdrive on terms or at prices consistent with past agreements, despite sourcing vehicles from the used car market and other efforts to mitigate, Flexdrive may be unable to obtain a sufficient number of vehicles for Lyft to operate the Express Drive business without significantly increasing fleet costs or reducing volumes. Similarly, where events, such as natural disasters or public health crises such as the COVID-19 pandemic, make operating rental locations difficult or impossible, or adversely impact rider demand, the demand for or Flexdrive's ability to make vehicles available for rent through the Express Drive program has been and could continue to be adversely affected, resulting in reduced utilization of the vehicles in the fleets.

Although new vehicle inventory supply is improving, Flexdrive has previously experienced and may in the future experience production and delivery delays which can hinder its ability to meet demand and grow the fleet. New vehicle production delays also lead to holding onto existing vehicles longer which in turn leads to increased costs relating to those vehicles.

The costs of the fleet vehicles may also be adversely impacted by the relative strength of the used car market. Flexdrive currently sells vehicles through auctions, third-party resellers and other channels in the used vehicle marketplace. Such channels may not produce stable used vehicle prices and Flexdrive has experienced a softening in the used car market. It may be difficult to estimate the residual value of vehicles used in ridesharing, such as those rented to drivers through our Express Drive program. If Flexdrive is unable to obtain and maintain the fleet of vehicles cost-efficiently or if Flexdrive is unable to accurately forecast the residual values of vehicles in the fleet, our business, financial condition and results of operations could be adversely affected.

We rely on third-party payment processors to process payments made by riders and payments made to drivers on our platform, and if we cannot manage our relationships with such third parties and other payment-related risks, our business, financial condition and results of operations could be adversely affected.

We rely on a limited number of third-party payment processors to process payments made by riders and payments made to drivers on our platform. If any of our third-party payment processors terminates its relationship with us or refuses to renew its agreement with us on commercially reasonable terms, we would need to find an alternate payment processor, and may not be able to secure similar terms or replace such payment processor in an acceptable time frame. Further, the software and services provided by our third-party payment processors may not meet our expectations, contain errors or vulnerabilities, be compromised or experience outages. Any of these risks could cause us to lose our ability to accept online payments or other payment transactions or make timely payments to drivers on our platform, any of which could make our platform less convenient and attractive to users and adversely affect our ability to attract and retain qualified drivers and riders.

Nearly all rider payments and driver payouts are made by credit card, debit card or through third-party payment services, which subjects us to certain payment network or service provider operating rules, to certain regulations and to the risk of fraud. We may in the future offer new payment options to riders that may be subject to additional operating rules, regulations and risks. We may also be subject to a number of other laws and regulations relating to the payments we accept from riders, including with respect to money laundering, money transfers, privacy, data protection and information security. If we fail to comply with applicable rules and regulations, we may be subject to civil or criminal penalties, fines or higher transaction fees and may lose our ability to accept online payments or other payment card transactions, which could make our offerings less convenient and attractive to riders. If any of these events were to occur, our business, financial condition and results of operations could be adversely affected.

For example, if we are deemed to be a money transmitter as defined by applicable regulation, we could be subject to certain laws, rules and regulations enforced by multiple authorities and governing bodies in the United States and numerous state and local agencies who may define money transmitter differently. For example, certain states may have a more expansive view of who qualifies as a money transmitter. Additionally, outside of the United States, we could be subject to additional laws, rules and regulations related to the provision of payments and financial services, and if we expand into new jurisdictions, the foreign regulations and regulators governing our business that we are subject to will expand as well. If we are found to be a money transmitter under any applicable regulation and we are not in compliance with such regulations, we may be subject to

fines or other penalties in one or more jurisdictions levied by federal, state or local regulators, including state Attorneys General, as well as those levied by foreign regulators. In addition to fines, penalties for failing to comply with applicable rules and regulations could include criminal and civil proceedings, forfeiture of significant assets or other enforcement actions. We could also be required to make changes to our business practices or compliance programs as a result of regulatory scrutiny.

For various payment options, we are required to pay fees such as interchange and processing fees that are imposed by payment processors, payment networks and financial institutions. These fees are subject to increases, which could adversely affect our business, financial condition, and results of operations. Additionally, our payment processors require us to comply with payment card network operating rules, which are set and interpreted by the payment card networks and which include, among other obligations, requirements to comply with security standards. The payment card networks could adopt new operating rules or interpret or re-interpret existing rules in ways that might prohibit us from providing certain offerings to some users, be costly to implement or difficult to follow, and if we fail or are alleged to fail to comply with applicable rules or requirements of payment card networks, we may be subject to fines or higher transaction fees and may lose our ability to accept online payments or other payment card transactions. We have agreed to reimburse our payment processors for fines they are assessed by payment card networks if we or the users on our platform violate these rules. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

We rely on other third-party service providers and if such third parties do not perform adequately or terminate their relationships with us, our costs may increase and our business, financial condition and results of operations could be adversely affected.

Our success depends in part on our relationships with other third-party service providers. For example, we rely on third-party encryption and authentication technologies licensed from third parties that are designed to securely transmit personal information provided by drivers and riders on our platform. Further, from time to time, we enter into strategic commercial partnerships in connection with the development of new technology, the growth of our qualified driver base, the provision of new or enhanced offerings for users on our platform and our expansion into new markets. If any of our partners terminates its relationship with us, or refuses to renew its agreement with us on commercially reasonable terms, we would need to find an alternate provider, and may not be able to secure similar terms or replace such providers in an acceptable time frame. Similarly, in the event that our strategic partners experience a disruption in their operations, our ability to continue providing certain product offerings could become constrained. If we cannot find alternate partners, we may not be able to meet the demand for these product offerings, and as a result, these offerings and our platform may become less attractive. We also rely on other software and services supplied by third parties, such as communications and internal software, and our business may be adversely affected to the extent such software and services do not meet our expectations, contain errors or vulnerabilities, are compromised or experience outages. Any of these risks could increase our costs and adversely affect our business, financial condition and results of operations. Further, any negative publicity related to any of our third-party partners, including any publicity related to quality standards or safety concerns, could adversely affect our reputation and brand, and could potentially lead to increased regulatory or litigation exposure. In addition, in certain cases, we rely on these third-party partners to provide certain data that is important to the management of our business. Errors in the data, or failure to provide data in a timely manner, could adversely affect our ability to manage our business and could impact the accuracy of our financial reporting.

We incorporate technology and intellectual property from third parties into our platform, products, and services. We cannot be certain that such technology, intellectual property, or third parties are not infringing the intellectual property rights of others or that these third parties have sufficient rights to the technology or intellectual property in all jurisdictions in which we may operate. Some of our license agreements may be terminated by our licensors for convenience. If we are unable to obtain or maintain rights to any of this technology because of intellectual property infringement claims brought by third parties against our suppliers and licensors or against us, or if we are unable to continue to obtain the technology or enter into new agreements on commercially reasonable terms, our ability to develop our platform or products containing that technology or provide services using that technology could be severely limited and our business could be harmed. Likewise, the use of generative AI and other forms of artificial intelligence may expose us to risks because the intellectual property ownership and license rights, including copyright, of generative and other AI output, has not been fully interpreted by U.S. courts or been fully addressed by federal or state regulation. Additionally, if we are unable to access necessary technology from third parties, we may be forced to acquire or develop alternate technology, which may require significant time and effort and may be of lower quality or performance standards and may subject us to certain risks discussed in the preceding paragraph that are currently borne by third parties. This would limit and delay our ability to provide new or competitive offerings and increase our costs. If alternate technology cannot be obtained or developed or if we are unable to develop such alternate technology at commercially reasonable levels of risk, we may not be able to offer certain functionality as part of our offerings, which could adversely affect our business, financial condition and results of operations.

If we are not able to successfully develop new offerings on our platform and enhance our existing offerings, our business, financial condition and results of operations could be adversely affected.

Our ability to attract new qualified drivers and new riders, retain existing qualified drivers and existing riders and increase utilization of our offerings will depend in part on our ability to successfully create and introduce new offerings and to improve upon and enhance our existing offerings. As a result, we may introduce significant changes to our existing offerings or develop and introduce new and unproven offerings. If these new or enhanced offerings are unsuccessful, including as a result of any inability to obtain and maintain required permits or authorizations or other regulatory constraints or because they fail to generate sufficient return on our investments, our business, financial condition and results of operations could be adversely affected. Furthermore, new driver or rider demands regarding service or platform features, the availability of superior competitive offerings or a deterioration in the quality of our offerings or our ability to bring new or enhanced offerings to market quickly and efficiently could negatively affect the attractiveness of our platform and the economics of our business and require us to make substantial changes to and additional investments in our offerings or our business model. In addition, we frequently experiment with and test different offerings and marketing strategies. If these experiments and tests are unsuccessful, or if the offerings and strategies we introduce based on the results of such experiments and tests do not perform as expected, our ability to attract new qualified drivers and new riders, retain existing qualified drivers and existing riders and maintain or increase utilization of our offerings may be adversely affected.

Developing and launching new offerings or enhancements to the existing offerings on our platform involves significant risks and uncertainties, including risks related to the reception of such offerings by existing and potential future drivers and riders, increases in operational complexity, unanticipated delays or challenges in implementing such offerings or enhancements, increased strain on our operational and internal resources (including an impairment of our ability to accurately forecast rider demand and the number of drivers using our platform), our dependence on strategic commercial partnerships, and negative publicity in the event such new or enhanced offerings are perceived to be unsuccessful. We have scaled our business rapidly, and significant new initiatives have in the past resulted in, and in the future may result in, operational challenges affecting our business. In addition, developing and launching new offerings and enhancements to our existing offerings may involve significant up-front capital investments and such investments may not generate sufficient returns on investment. Further, from time to time we may reevaluate, discontinue and/or reduce these investments and decide to discontinue one or more offerings. For example, we recently shut down our roadside assistance offering, vehicle services offering, and parking offering, all of which were initially launched in 2021. Any of the foregoing risks and challenges could negatively impact our ability to attract and retain qualified drivers and riders, our ability to increase utilization of our offerings and our visibility into expected results of operations, and could adversely affect our business, financial condition and results of operations. Additionally, since we are focused on building our community and ecosystems for the long-term, our near-term results of operations may be impacted by our investments in the future.

If we are unable to successfully manage the complexities associated with our multimodal platform, our business, financial condition and results of operations could be adversely affected.

Our expansion, either through our first party offerings or third-party offerings through our partnerships, into bike and scooter sharing, other modes of transportation and vehicle rental program has increased the complexity of our business. These new offerings have required us to develop new expertise and marketing and operational strategies, and have subjected us to new laws, regulations and risks. For example, our Wait & Save offering, which enables riders to opt for a longer wait time but pay a lower fare than for a Standard ride, while drivers earn the same as they do for a Standard ride, involves inherent challenges in predicting the future locations of drivers. We also face the risk that our network of Light Vehicles, our Nearby Transit offering, which integrates third-party public transit data into the Lyft App, and other future transportation offerings could reduce the use of our ridesharing offering. Additionally, from time to time we reevaluate our offerings on our multimodal platform and have in the past decided and may again decide to discontinue or modify an offering or certain features. Such actions may negatively impact revenue in the short term and may not provide the benefits we expect in the long term. If we are unable to successfully manage the complexities associated with our expanding multimodal platform, including the effects our new and evolving offerings have on our existing business, our business, financial condition and results of operations could be adversely affected.

Our metrics and estimates, including the key metrics included in this report, are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may harm our reputation and negatively affect our business.

We regularly review and may adjust our processes for calculating our metrics used to evaluate our growth, measure our performance and make strategic decisions. These metrics are calculated using internal company data and have not been evaluated by a third-party. Our metrics may differ from estimates published by third parties or from similarly titled metrics of our competitors due to differences in methodology or the assumptions on which we rely, and we may make material adjustments to our processes for calculating our metrics in order to enhance accuracy, reflect newly available information, address errors in our methodologies, or other reasons, which may result in changes to our metrics. The estimates and forecasts we disclose relating to the size and expected growth of our addressable market may prove to be inaccurate. Even if the markets

in which we compete meet the size estimates and growth we have forecasted, our business could fail to grow at similar rates, if at all. Further, as our business develops, we may introduce, revise or cease reporting certain metrics if we change how we manage our business such that new metrics are appropriate, if we determine that revisions are required to accurately or appropriately measure our performance, or if one or more metrics no longer represents an effective way to evaluate our business. If investors or analysts do not consider our metrics to be accurate representations of our business or compare our metrics to third party estimates or similarly titled metrics of our competitors or others in our industry that are not calculated on the same basis, or if we discover material inaccuracies in our metrics, then the trading price of our Class A common stock and our business, financial condition and results of operations could be adversely affected.

Any failure to offer high-quality user support may harm our relationships with users and could adversely affect our reputation, brand, business, financial condition and results of operations.

Our ability to attract and retain qualified drivers and riders is dependent in part on the ease and reliability of our offerings, including our ability to provide high-quality support, including both in-person and remote support. Users on our platform depend on our support organization to resolve any issues relating to our offerings, such as being overcharged for a ride, leaving something in a driver's vehicle or reporting a safety incident. Our ability to provide effective and timely support is largely dependent on our ability to attract and retain service providers who are qualified to support users and sufficiently knowledgeable regarding our offerings. As we continue to grow our business and improve our offerings, we will face challenges related to providing quality support services at scale. If we grow our international rider base and the number of international drivers on our platform, our support organization will face additional challenges, including those associated with delivering support in languages other than English. Any failure to provide efficient and effective user support, or a market perception that we do not maintain high-quality support, could adversely affect our reputation, brand, business, financial condition and results of operations.

Failure to deal effectively with fraud could harm our business.

We have in the past incurred, and may in the future incur, losses from various types of fraud, including use of stolen or fraudulent credit card data, claims of unauthorized payments by a rider, attempted payments by riders with insufficient funds, fraud committed by drivers, riders or third parties, and fraud committed by riders in concert with drivers. Bad actors use increasingly sophisticated methods to engage in illegal activities, including those involving personal information, such as unauthorized use of another person's identity, account information or payment information and unauthorized acquisition or use of credit or debit card details, bank account information and mobile phone numbers and accounts. Under current card payment practices, we may be liable for rides facilitated on our platform with fraudulent credit card data, even if the associated financial institution approved the credit card transaction. Despite measures that we have taken to detect and reduce the occurrence of fraudulent or other malicious activity on our platform, we cannot guarantee that any of our measures will be effective or will scale efficiently with our business. Our inability to adequately detect or prevent fraudulent transactions could harm our reputation or brand, result in litigation or regulatory action and lead to expenses that could adversely affect our business, financial condition and results of operations.

We have also incurred, and may in the future incur, losses from fraud and other misuse of our platform by drivers and riders, including in connection with programs we put in place in response to the COVID-19 pandemic. As an example of losses, we have previously and continue to experience reduced revenue from actual and alleged unauthorized rides fulfilled and miles traveled in connection with our Concierge offering. If we are unable to adequately anticipate and address such misuse either through increased controls, platform solutions or other means, our partner relationships, business, financial condition and results of operations could be adversely affected.

If we fail to effectively balance driver supply and rider demand on our Wait & Save offering, our business, financial condition and results of operations could be adversely affected.

If we fail to efficiently balance driver supply and rider demand on our Wait & Save offering and manage the related pricing methodologies and logistics, our business, financial condition and results of operations could be adversely affected. Wait & Save enables riders to opt for a longer wait time but pay a lower fare than for a Standard ride, while drivers earn the same as they do for a Standard ride. Wait & Save allows for the rider to be matched with the best-located driver and involves inherent challenges in predicting the future location of drivers. Accordingly, if our algorithms are unable to consistently match Wait & Save riders, or with appropriate drivers, then our business, financial condition and results of operations could be adversely affected.

If we fail to effectively manage our pricing methodologies, our business, financial condition and results of operations could be adversely affected.

With our up-front pricing methodology, we quote a price to riders of our ridesharing offering before they request a ride. We earn platform and service fees from drivers. Service fees are a set fee per ride. Platform fees are variable fees, based upon the amount paid by a rider, which is generally based on an up-front quoted fare, less the amount earned by the driver

(which is based on one or both of the following: (a) the actual time and distance for the trip, or (b) an up-front fare), the service fee, any applicable driver bonuses or incentives, and any pass-through amounts paid to drivers and third parties. For more information on platform fees, see our Terms of Service, including the Driver Addendum. As we do not control the driver's actions at any point in the transaction to limit the time and distance for the trip, we take on risks related to the driver's actions which may not be fully mitigated. Additionally, Shared Rides, a limited-scope offering for business-to-business partnerships in select markets, enables unrelated parties traveling along similar routes to generate a discounted fare at the cost of possibly longer travel times. The fare charged for the Shared Ride is decoupled from the payment made to the driver as we do not adjust the driver payment based on the success or failure of a match. We may incur a loss from a transaction where an up-front quoted fare paid by a rider is less than the amount we committed to pay a driver. In addition, riders' price sensitivity varies by geographic location, among other factors, and if we are unable to effectively account for such variability in our breadth of offerings or up-front prices, our ability to compete effectively in these locations could be adversely affected. From time to time we adjust our prices due to these factors, which may harm our results of operations. We also utilize certain AI and machine-learning technologies and algorithms to optimize our pricing and marketplace. Errors in AI, machine-learning technologies, algorithms, or the inputted data, including insufficient data sets or biased information, or the processing of the data may lead to discriminatory or other adverse outcomes. If we are unable to effectively manage our pricing methodologies in conjunction with our existing and future pricing and incentive programs, our business, financial condition and results of operations could be adversely affected.

Our company culture has contributed to our success and if we cannot maintain this culture as we grow, our business could be harmed.

We believe that our company culture, which promotes authenticity, empathy and support for others, has been critical to our success. We face a number of challenges that may affect our ability to sustain our corporate culture, including:

- failure to identify, attract, reward and retain people in leadership positions in our organization who share and further our culture, values and mission;
- the increasing size and geographic diversity of our workforce;
- our flexible workplace strategies, which enable certain of our employees to work in a hybrid workplace environment or remotely;
- adherence to our internal policies and core values, including our diversity, equity and inclusion practices and initiatives;
- competitive pressures to move in directions that may divert us from our mission, vision and values;
- the continued challenges of a rapidly-evolving industry;
- the impact of our cost reduction initiatives, including reductions in force and other actions we may take to drive operating efficiencies;
- the increasing need to develop expertise in new areas of business that affect us;
- perception of our treatment of employees or our response to employee sentiment related to political or social causes or actions of management;
- our transition from a founder-led company and the departure of our co-founders from their operational roles;
- the provision of employee benefits in a hybrid and remote work environment; and
- the integration of new personnel and businesses from acquisitions.

From time to time, we have undertaken workforce reductions in order to better align our operations with our strategic priorities, manage our cost structure or in connection with acquisitions. For example, in response to the effects of the macroeconomic environment and efforts to reduce operating expenses, in November 2022, we announced certain cost-cutting measures, including lay-offs of approximately 13% of our employees. In April 2023, we announced a restructuring plan as part of our efforts to reduce operating costs, which plan involved the termination of approximately 26% of our employees. These actions may adversely affect employee morale, our culture and our ability to attract and retain personnel. If we are not able to maintain our culture, our business, financial condition and results of operations could be adversely affected.

We depend on our key personnel and other highly skilled personnel, and if we fail to attract, retain, motivate or integrate our personnel, our business, financial condition and results of operations could be adversely affected.

Our success depends in part on the continued service of our senior management team, key technical employees and other highly skilled personnel and on our ability to identify, hire, develop, motivate, retain and integrate highly qualified personnel for all areas of our organization. In the second quarter of 2023, our co-founders, Logan Green and John Zimmer, transitioned from their management roles and David Risher, a member of our board of directors, became Chief Executive Officer. Kristin Sverchek, a senior executive of the Company, succeeded Mr. Zimmer as President. While our co-founders will continue to serve on our board of directors and will serve in advisory roles for a one-year period to help facilitate a smooth transition, we have incurred various expenses in connection with the transition and we may face challenges in connection with the transition, such as potential changes to our culture and other changes in our management structure or roles. Further, we may not be successful in attracting and retaining qualified personnel to fulfill our current or future needs and actions we take in response to economic and other factors impacting our business may harm our reputation or impact our ability to recruit qualified personnel in the future. Also, all of our U.S.-based employees, including our management team, work for us on an at-will basis, and there is no assurance that any such employee will remain with us. Our competitors may be successful in recruiting and hiring members of our management team or other key employees, and it may be difficult for us to find suitable replacements on a timely basis, on competitive terms or at all. If we are unable to attract and retain the necessary personnel, particularly in critical areas of our business, we may not achieve our strategic goals.

We face intense competition for highly skilled personnel, especially in the San Francisco Bay Area where we have a substantial presence and need for highly skilled personnel. This competition has intensified in recent periods, and could continue to intensify for such personnel. To attract and retain top talent, we have had to offer, and we believe we will need to continue to offer, competitive compensation and benefits packages. Job candidates and existing personnel often consider the value of the equity awards they receive in connection with their employment. The decline in our stock price and our cost reduction initiatives may adversely affect our ability to attract and retain highly qualified personnel, and we may experience increased attrition or we may need to provide additional cash or equity compensation to retain employees. Certain of our employees have received significant proceeds from sales of our equity in private transactions and many of our employees have received and may continue to receive significant proceeds from sales of our equity in the public markets, which may reduce their motivation to continue to work for us. We may need to invest significant amounts of cash and equity to attract and retain new employees and expend significant time and resources to identify, recruit, train and integrate such employees, and we may never realize returns on these investments. If we are unable to effectively manage our hiring needs or successfully integrate new hires, our efficiency, ability to meet forecasts and employee morale, productivity and retention could suffer, which could adversely affect our business, financial condition and results of operations.

Our business could be adversely impacted by changes in the Internet and mobile device accessibility of users and unfavorable changes in or our failure to comply with existing or future laws governing the Internet and mobile devices.

Our business depends on users' access to our platform via a mobile device and the Internet. We may operate in jurisdictions that provide limited Internet connectivity, particularly as we expand internationally. Internet access and access to a mobile device are frequently provided by companies with significant market power that could take actions that degrade, disrupt or increase the cost of users' ability to access our platform. In addition, the Internet infrastructure that we and users of our platform rely on in any particular geographic area may be unable to support the demands placed upon it. Any such failure in Internet or mobile device accessibility, even for a short period of time, could adversely affect our results of operations.

Moreover, we are subject to a number of laws and regulations specifically governing the Internet and mobile devices that are constantly evolving. Existing and future laws and regulations, or changes thereto, may impede the growth and availability of the Internet and online offerings, require us to change our business practices or raise compliance costs or other costs of doing business. These laws and regulations, which continue to evolve, cover taxation, privacy and data protection, information security, pricing, copyrights, distribution, mobile and other communications, advertising practices, consumer protections, web and app accessibility, antitrust and competition, the provision of online payment services, unencumbered Internet access to our offerings and the characteristics and quality of online offerings, among other things. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation and brand, a loss in business and proceedings or actions against us by governmental entities or others, which could adversely impact our results of operations.

We rely on mobile operating systems and application marketplaces to make our apps available to the drivers and riders on our platform, and if we do not effectively operate with or receive favorable placements within such application marketplaces and maintain high rider reviews, our usage or brand recognition could decline and our business, financial results and results of operations could be adversely affected.

We depend in part on mobile operating systems, such as Android and iOS, and their respective application marketplaces to make our apps available to the drivers and riders on our platform. Any changes in such systems and application

marketplaces that degrade the functionality of our apps or give preferential treatment to our competitors' apps could adversely affect our platform's usage on mobile devices. If such mobile operating systems or application marketplaces limit or prohibit us from making our apps available to drivers and riders, make changes that degrade the functionality of our apps, increase the cost of using our apps, impose terms of use unsatisfactory to us or modify their search or ratings algorithms in ways that are detrimental to us, or if our competitors' placement in such mobile operating systems' application marketplace is more prominent than the placement of our apps, overall growth in our rider or driver base could slow. Our apps have experienced fluctuations in number of downloads in the past, and we anticipate similar fluctuations in the future. Any of the foregoing risks could adversely affect our business, financial condition and results of operations.

As new mobile devices and mobile platforms are released, there is no guarantee that certain mobile devices will continue to support our platform or effectively roll out updates to our apps. Additionally, in order to deliver high-quality apps, we need to ensure that our offerings are designed to work effectively with a range of mobile technologies, systems, networks and standards. We may not be successful in developing or maintaining relationships with key participants in the mobile industry that enhance drivers' and riders' experience. If drivers or riders on our platform encounter any difficulty accessing or using our apps on their mobile devices or if we are unable to adapt to changes in popular mobile operating systems, our business, financial condition and results of operations could be adversely affected.

We depend on the interoperability of our platform across third-party applications and services that we do not control.

We have integrations with a variety of productivity, collaboration, travel, data management and security vendors. As our offerings expand and evolve, including to the extent we continue to develop autonomous technology, we may have an increasing number of integrations with other third-party applications, products and services. Third-party applications, products and services are constantly evolving, and we may not be able to maintain or modify our platform to ensure its compatibility with third-party offerings following development changes. In addition, some of our competitors or technology partners may take actions which disrupt the interoperability of our platform with their own products or services, or exert strong business influence on our ability to, and the terms on which we operate and distribute our platform. As our respective products evolve, we expect the types and levels of competition to increase. Should any of our competitors or technology partners modify their products, standards or terms of use in a manner that degrades the functionality or performance of our platform or is otherwise unsatisfactory to us or gives preferential treatment to competitive products or services, our products, platform, business, financial condition and results of operations could be adversely affected.

Defects, errors or vulnerabilities in our applications, backend systems or other technology systems and those of third-party technology providers, or system failures and resulting interruptions in our availability or the availability of other systems and providers, could harm our reputation and brand and adversely impact our business, financial condition and results of operations.

The software underlying our platform is highly complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the code has been released. We rely heavily on a software engineering practice known as "continuous deployment," which refers to the frequent release of our software code, sometimes multiple times per day. This practice increases the risk that errors and vulnerabilities are present in the software code underlying our platform. The third-party software that we incorporate into our platform may also be subject to errors or vulnerability. Any errors or vulnerabilities discovered in our code or from third-party software after release could result in negative publicity, a loss of users or loss of revenue and access or other performance issues. Such vulnerabilities could also be exploited by malicious actors and result in exposure of data of users on our platform, or otherwise result in a security breach or incident. We may need to expend significant financial and development resources to analyze, correct, eliminate or work around errors or defects or to address and eliminate vulnerabilities. Any failure to timely and effectively resolve any such errors, defects or vulnerabilities could adversely affect our business, financial condition and results of operations as well as negatively impact our reputation or brand.

Further, our systems, or those of third parties upon which we rely, may experience service interruptions or degradation because of hardware and software defects or malfunctions, distributed denial-of-service and other cyberattacks, human error, earthquakes, hurricanes, floods, fires, natural disasters, power losses, disruptions in telecommunications services, fraud, military or political conflicts, terrorist attacks, computer viruses, ransomware, malware or other events. Our systems also may be subject to break-ins, sabotage, theft and intentional acts of vandalism, including by our own employees. Some of our systems are not fully redundant and our disaster recovery planning may not be sufficient for all eventualities. Our business interruption insurance may not be sufficient to cover all of our losses that may result from interruptions in our service as a result of systems failures and similar events.

We have experienced and will likely continue to experience system failures and other events or conditions from time to time that interrupt the availability or reduce or affect the speed or functionality of our offerings. These events have resulted in, and similar future events could result in, losses of revenue. A prolonged interruption in the availability or reduction in the availability, speed or other functionality of our offerings could adversely affect our business and reputation and could result in the loss of users. Moreover, to the extent that any system failure or similar event results in harm or losses to the users using our

platform, we may make voluntary payments to compensate for such harm or the affected users could seek monetary recourse or contractual remedies from us for their losses and such claims, even if unsuccessful, would likely be time-consuming and costly for us to address.

Our platform contains third-party open source software components, and failure to comply with the terms of the underlying open source software licenses could restrict our ability to provide our offerings.

Our platform and offerings contain software modules licensed to us by third-party authors under "open source" licenses. Use and distribution of open source software may entail greater risks than use of third-party commercial software, as open source licensors generally do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code. In addition, the public availability of such software may make it easier for others to compromise our platform and offerings.

Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open source software we use, or grant other licenses to our intellectual property. If we combine our proprietary software with open source software in a certain manner, we could, under certain open source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar offerings with lower development effort and time and ultimately could result in a loss of our competitive advantages. Alternatively, to avoid the public release of the affected portions of our source code, we could be required to expend substantial time and resources to re-engineer some or all of our software.

Although we have policies and processes for using open source software to avoid subjecting our platform and offerings to conditions we do not intend, the terms of many open source licenses have not been interpreted by U.S. or foreign courts, and there is a risk that these licenses could be construed in a way that could impose unanticipated conditions or restrictions on our ability to provide or distribute our platform and offerings. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their solutions. As a result, we could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. Moreover, we cannot assure you that our processes for controlling our use of open source software in our platform will be effective. If we are held to have breached or failed to fully comply with all the terms and conditions of an open source software license, we could face infringement or other liability, or be required to seek costly licenses from third parties to continue providing our offerings on terms that are not economically feasible, to re-engineer our platform, to discontinue or delay the provision of our offerings if re-engineering could not be accomplished on a timely basis or to make generally available, in source code form, our proprietary code, any of which could adversely affect our business, financial condition and results of operations.

Our presence outside the United States and our international expansion strategy will subject us to additional costs and risks and our plans may not be successful.

Since 2017, we have provided and expanded our offerings in international markets. In addition, we have several international offices that support our business. We also transact internationally to source and manufacture bikes and scooters and may increase our business in international regions in the future. Operating outside of the United States may require significant management attention to oversee operations over a broad geographic area with varying cultural norms and customs, in addition to placing strain on our finance, analytics, compliance, legal, engineering and operations teams. We may incur significant operating expenses and may not be successful in our international expansion for a variety of reasons, including:

- recruiting and retaining talented and capable employees in foreign countries and maintaining our company culture across all of our offices;
- competition from local incumbents that better understand the local market, may market and operate more effectively and may enjoy greater local affinity or awareness;
- differing demand dynamics, which may make our offerings less successful;
- public health concerns or emergencies, such as the COVID-19 pandemic and other highly communicable diseases or viruses;
- complying with varying laws and regulatory standards, including with respect to privacy, data protection, cybersecurity, tax, trade compliance and local regulatory restrictions and disclosure requirements;
- ineffective legal protection of our intellectual property rights in certain countries or theft or unauthorized use or publication of our intellectual property and other confidential business information;
- obtaining any required government approvals, licenses or other authorizations;

- varying levels of Internet and mobile technology adoption and infrastructure;
- currency exchange restrictions or costs and exchange rate fluctuations;
- political, economic, or social instability, which has caused disruptions in certain of our office locations, including in Belarus and Ukraine as a result of the war;
- tax policies, treaties or laws that could have an unfavorable business impact; and
- limitations on the repatriation and investment of funds as well as foreign currency exchange restrictions.

Our limited experience in operating our business internationally increases the risk that any potential future expansion efforts that we may undertake may not be successful, which may result in shutting down international operations or closing international offices, which could result in additional costs and cash requirements, any of which may harm our business, financial condition and results of operations. If we invest substantial time and resources to expand our operations internationally and are unable to manage these risks effectively, our business, financial condition and results of operations could be adversely affected.

In addition, international expansion has increased our risks in complying with laws and standards in the U.S. and other jurisdictions, including with respect to customs, anti-corruption, anti-bribery, export controls and trade and economic sanctions. Continued international expansion, including possible engagement with foreign government entities and organizations as customers for our Light Vehicle offerings, including bike-share products through PBSC, may further increase such compliance risks. We cannot assure you that our employees and agents will not take actions in violation of applicable laws, for which we may be ultimately held responsible. In particular, any violation of applicable anti-corruption, anti-bribery, export controls, sanctions and similar laws could result in adverse media coverage, investigations, significant legal fees, loss of export privileges, severe criminal or civil penalties or suspension or debarment from U.S. government contracts, and/or substantial diversion of management's attention, all of which could have an adverse effect on our reputation, brand, business, financial condition and results of operations.

Risks Related to Regulatory and Legal Factors

Our business is subject to a wide range of laws and regulations, many of which are evolving, and failure to comply with such laws and regulations could harm our business, financial condition and results of operations.

We are subject to a wide variety of laws in the United States and other jurisdictions. Laws, regulations and standards governing issues such as TNCs, public companies, ridesharing, worker classification, labor and employment, anti-discrimination, payments, gift cards, whistleblowing and worker confidentiality obligations, product liability, defects, recalls, auto maintenance and repairs, personal injury, marketing, text messaging, subscription services, intellectual property, AI, securities, consumer protection, taxation, privacy, data security, competition, unionizing and collective action, antitrust, arbitration agreements and class action waiver provisions, terms of service, web and mobile application accessibility, autonomous vehicles, bike and scooter sharing, insurance, vehicle rentals, money transmittal, non-emergency medical transportation, healthcare fraud, waste, and abuse, environmental health and safety, greenhouse gas emissions and electric vehicles, background checks, public health, anti-corruption, anti-bribery, political contributions, lobbying, import and export restrictions, trade and economic sanctions, foreign ownership and investment, foreign exchange controls and delivery of goods are often complex and subject to varying interpretations, in many cases due to their lack of specificity. As a result, their application in practice may change or develop over time through judicial decisions or as new guidance or interpretations are provided by regulatory and governing bodies, such as federal, state and local administrative agencies.

The ridesharing industry, Light Vehicle sharing industry and our business model are relatively nascent and rapidly evolving. When we introduced a peer-to-peer ridesharing marketplace in 2012, the laws and regulations in place at the time did not directly address our offerings. Laws and regulations that were in existence at that time, and some that have since been adopted, were often applied to our industry and our business in a manner that limited our relationships with drivers or otherwise inhibited the growth of our ridesharing marketplace. We have been proactively working with federal, state and local governments and regulatory bodies to ensure that our ridesharing marketplace and other offerings are available broadly in the United States and Canada. In part due to our efforts, a large majority of U.S. states have adopted laws related to TNCs to address the unique issues of the ridesharing industry. New laws and regulations and changes to existing laws and regulations continue to be adopted, implemented and interpreted in response to our industry and related technologies. As we expand our business into new markets or introduce new offerings into existing markets, regulatory bodies or courts may claim that we or users on our platform are subject to additional requirements, or that we are prohibited from conducting our business in certain jurisdictions, or that users on our platform are prohibited from using our platform, either generally or with respect to certain offerings. Certain jurisdictions and governmental entities, including airports, require us to obtain permits, pay fees or comply with certain reporting and other compliance requirements to provide our ridesharing, bike and scooter sharing, and Flexdrive

offerings. These jurisdictions and governmental entities may reject our applications for permits, revoke existing or deny renewals of permits to operate, delay our ability to operate, increase their fees, charge new types of fees, or impose fines and penalties, including as a result of errors in, or failures to comply with, reporting or other requirements related to our product offerings. Any of the foregoing actions by these jurisdictions and governmental entities could adversely affect our business, financial condition and results of operations.

Recent financial, political and other events have increased the level of regulatory scrutiny on larger companies, technology companies in general and companies engaged in dealings with independent contractors, such as ridesharing and delivery companies. Regulatory bodies may enact new laws or promulgate new regulations that are adverse to our business, or, due to changes in our operations and structure or partner relationships as a result of changes in the market or otherwise, they may view matters or interpret laws and regulations differently than they have in the past or in a manner adverse to our business. See the risk factor entitled "Challenges to contractor classification of drivers that use our platform may have adverse business, financial, tax, legal and other consequences to our business." Such regulatory scrutiny or action may create different or conflicting obligations from one jurisdiction to another, and may have a negative outcome that could adversely affect our business, operations, financial condition, and results of operations. Additionally, we have invested and from time to time we will continue to invest resources in an attempt to influence or challenge legislation and other regulatory matters pertinent to our operations, particularly those related to the ridesharing industry, which may negatively impact the legal and administrative proceedings challenging the classification of drivers on our platform as independent contractors if we are unsuccessful or lead to additional costs and expenses even if we are successful. These activities may not be successful, and any negative outcomes could adversely affect our business, operations, financial condition and results of operations.

Our industry is increasingly regulated. We have been subject to intense regulatory pressure from state, provincial and municipal regulatory authorities across the United States and Canada, and a number of them have imposed limitations on ridesharing and bike and scooter sharing, and different jurisdictions adopted rules governing minimum driver earnings for ridesharing platforms. For instance, the New York City Taxi & Limousine Commission adopted rules in 2018 and the state of Washington adopted HB 2076, which implements minimum driver earnings standards. Other jurisdictions in which we currently operate or may want to operate have and could continue to consider legislation regulating driver earnings. We could also face similar regulatory restrictions from foreign regulators as we expand operations internationally, particularly in areas where we face competition from local incumbents. In addition, we may face regulations relating to new or developing technologies. For example, the European Commission has proposed the EU Artificial Intelligence Act, which would impose operational and regulatory requirements relating to the use of AI technologies, and other jurisdictions may adopt laws and regulations relating to AI. Adverse changes in laws or regulations at all levels of government or bans on or material limitations to our offerings could adversely affect our business, financial condition and results of operations.

Our success, or perceived success, and increased visibility has driven, and may continue to drive, some businesses that perceive our business model negatively to raise their concerns to local policymakers and regulators. These businesses and their trade association groups or other organizations have and may continue to take actions and employ significant resources to shape the legal and regulatory regimes in jurisdictions where we may have, or seek to have, a market presence in an effort to change such legal and regulatory regimes in ways intended to adversely affect or impede our business and the ability of drivers and riders to utilize our platform.

Any of the foregoing risks could harm our business, financial condition and results of operations.

Challenges to contractor classification of drivers that use our platform may have adverse business, financial, tax, legal and other consequences to our business.

We are regularly subject to claims, lawsuits, arbitration proceedings, administrative actions, government investigations and other legal and regulatory proceedings at the federal, state and municipal levels challenging the classification of drivers on our platform as independent contractors. The tests governing whether a driver is an independent contractor or an employee vary by governing law and are typically highly fact sensitive. Laws and regulations that govern the status and misclassification of independent contractors are subject to changes and divergent interpretations by various authorities which can create uncertainty and unpredictability for us. For more information regarding the litigation in which we have been involved, see the "Legal Proceedings" subheading in Note 7. Commitments and Contingencies to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. Further, in 2021, the U.S. Secretary of Labor expressed his view that in some cases "gig workers should be classified as employees" and that further review was ongoing. In October 2022, the United States Department of Labor released a proposed rule regarding the classification of employees and independent contractors under the federal Fair Labor Standards Act (FLSA). The proposed rule would implement new interpretative guidance for classification of workers. The rule has not been finalized. On June 13, 2023, the National Labor Relations Board (NLRB) issued a ruling in Atlanta Opera, reverting back to a more expansive federal test for classifying independent contractors under the National Labor Relations Act (NLRA), the federal law that governs collective bargaining. We continue to maintain that drivers on our platform are independent contractors in such legal and administrative proceedings and intend to continue to defend ourselves vigorously in these matters, but our arguments may ultimately be unsuccessful. A determination in, resolution of, or settlement of, any

legal proceeding, whether we are party to such legal proceeding or not, related to driver classification matters, could harm our business, financial condition and results of operations, including as a result of:

- monetary exposure arising from or relating to failure to withhold and remit taxes, unpaid wages and wage and hour laws and requirements (such as those pertaining to failure to pay minimum wage and overtime, or to provide required breaks and wage statements), expense reimbursement, statutory and punitive damages, penalties, including related to the California Private Attorneys General Act, and government fines;
- injunctions prohibiting continuance of existing business practices;
- claims for employee benefits, social security, workers' compensation and unemployment;
- claims of discrimination, harassment and retaliation under civil rights laws;
- claims under new or existing laws pertaining to unionizing, collective bargaining and other concerted activity;
- other claims, charges or other proceedings under laws and regulations applicable to employers and employees, including risks relating to allegations of joint employer liability or agency liability; and
- harm to our reputation and brand.

In addition to the harms listed above, a determination in, resolution of, or settlement of, any legal proceeding related to driver classification matters may require us to significantly alter our existing business model and/or operations (including suspending or ceasing operations in impacted jurisdictions), increase our costs and impact our ability to add qualified drivers to our platform and grow our business, which could have an adverse effect on our business, financial condition and results of operations and our ability to achieve or maintain profitability in the future.

We have been involved in numerous legal proceedings related to driver classification. We are currently involved in several putative class actions, several representative actions brought, for example, pursuant to California's Private Attorney General Act, several multi-plaintiff actions and thousands of individual claims, including those brought in arbitration or compelled pursuant to our Terms of Service to arbitration, challenging the classification of drivers on our platform as independent contractors. We are also involved in administrative audits related to driver classification in California, Oregon, Wisconsin, Illinois, New York, Pennsylvania, and New Jersey. See the section titled "Legal Proceedings" for additional information about these types of legal proceedings.

Claims by others that we infringed their proprietary technology or other intellectual property rights could harm our business.

Companies in the markets in which we operate are frequently subject to litigation based on allegations of infringement or other violations of intellectual property rights. In addition, certain companies and rights holders seek to enforce and monetize patents or other intellectual property rights they own, have purchased or otherwise obtained. As our business continues to evolve, the possibility of intellectual property rights claims against us grows based on the following: increase in public profile, increases in the number of competitors in our markets, our continued development of new technologies, new products and services, and new intellectual property, as well as potential international expansion. In addition, various products and services of ours host, integrate, or otherwise rely on third party content or intellectual property, including our Lyft Media efforts, which provides a platform for third-party promotional advertisements, and our marketing and brand journalism efforts. From time to time third parties may assert, and in the past have asserted, claims of infringement of intellectual property rights against us. See the section titled "Legal Proceedings" for additional information about these types of legal proceedings. In addition, third parties have sent us correspondence regarding various allegations of intellectual property infringement and, in some instances, have sought to initiate licensing discussions. Although we believe that we have meritorious defenses, there can be no assurance that we will be successful in defending against these allegations or reaching a business resolution that is satisfactory to us. Our competitors and others may now and in the future have significantly larger and more mature patent portfolios than us. In addition, we have faced, and may again in the future face, litigation involving patent holding companies or other adverse patent owners who have no relevant product or service revenue and against whom our own patents may therefore provide little or no deterrence or protection. Many potential litigants, including some of our competitors and patent-holding companies, have the ability to dedicate substantial resources to assert their intellectual property rights. Any claim of infringement by a third party, even those without merit, could cause us to incur substantial costs defending against the claim, could distract our management from our business and could require us to cease use of such intellectual property. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, we risk compromising our confidential information during this type of litigation. We may be required to pay substantial damages, royalties or other fees in connection with a claimant securing a judgment against us, we may be subject to an injunction or other restrictions that prevent us from using or distributing our intellectual property, or we may agree to a settlement that prevents us from distributing our offerings or a portion thereof, which could adversely affect our business, financial condition and results of operations.

With respect to any intellectual property rights claim, we may have to seek out a license to continue operations found to be in violation of such rights, which may not be available on favorable or commercially reasonable terms and may significantly increase our operating expenses. Some licenses may be non-exclusive, and therefore our competitors may have access to the same technology licensed to us. If a third-party does not offer us a license to its intellectual property on reasonable terms, or at all, we may be required to develop alternative, non-infringing technology or other intellectual property, which could require significant time (during which we would be unable to continue to offer our affected offerings), effort and expense and may ultimately not be successful. Any of these events could adversely affect our business, financial condition and results of operations.

Failure to protect or enforce our intellectual property rights could harm our business, financial condition and results of operations.

Our success is dependent in part upon protecting our intellectual property rights and technology (such as code, information, data, processes and other forms of information, knowhow and technology), or “intellectual property,” and as we grow, we expect to continue to develop intellectual property that is important for our existing or future business. We rely on a combination of patents, copyrights, trademarks, service marks, trade dress, trade secret laws and contractual restrictions to establish and protect our intellectual property. However, the steps we take to protect our intellectual property may not be sufficient or effective, and may vary by jurisdiction. Even if we do detect violations, we may need to engage in litigation to enforce our rights. Any enforcement efforts we undertake, including litigation, could be time-consuming and expensive and could divert management attention. While we take precautions designed to protect our intellectual property, it may still be possible for competitors and other unauthorized third parties to copy our technology, reverse engineer our data and use our proprietary information to create or enhance competing solutions and services, which could adversely affect our position in our rapidly evolving and highly competitive industry. Some license provisions that protect against unauthorized use, copying, transfer and disclosure of our technology may be unenforceable under the laws of certain jurisdictions and foreign countries. The laws of some countries do not provide the same level of protection of our intellectual property as do the laws of the United States and effective intellectual property protections may not be available or may be limited in foreign countries. Our domestic and international intellectual property protection and enforcement strategy is influenced by many considerations including costs, where we have business operations, where we might have business operations in the future, legal protections available in a specific jurisdiction, and/or other strategic considerations. As such, we do not have identical or analogous intellectual property protection in all jurisdictions, which could risk freedom to operate in certain jurisdictions if we were to expand. As we expand our international activities, our exposure to unauthorized use, copying, transfer and disclosure of proprietary information will likely increase. We may need to expend additional resources to protect, enforce or defend our intellectual property rights domestically or internationally, which could impair our business or adversely affect our domestic or international operations. We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with our third-party providers and strategic partners. We cannot assure you that these agreements will be effective in controlling access to, and use and distribution of, our platform and proprietary information. Further, these agreements may not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our offerings. Competitors and other third parties may also attempt to access, aggregate, and/or reverse engineer our data which would compromise our trade secrets and other rights. We also enter into strategic partnerships, joint development and other similar agreements with third parties where intellectual property arising from such partnerships may be jointly-owned or may be transferred or licensed to the counterparty. Such arrangements may limit our ability to protect, maintain, enforce or commercialize such intellectual property rights, including requiring agreement with or payment to our joint development partners before protecting, maintaining, licensing or initiating enforcement of such intellectual property rights, and may allow such joint development partners to register, maintain, enforce or license such intellectual property rights in a manner that may affect the value of the jointly-owned intellectual property or our ability to compete in the market.

We may be required to spend significant resources in order to monitor and protect our intellectual property rights, and some violations may be difficult or impossible to detect. Litigation to protect and enforce our intellectual property rights could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our intellectual property and proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management’s attention and resources, could impair the functionality of our platform, delay introductions of enhancements to our platform, result in our substituting inferior or more costly technologies into our platform or harm our reputation or brand. In addition, we may be required to license additional technology from third parties to develop and market new offerings or platform features, which may not be on commercially reasonable terms or at all and could adversely affect our ability to compete.

Our industry has also been subject to attempts to steal intellectual property, particularly regarding autonomous vehicle technology, including by foreign actors. We, along with others in our industry, have been the target of attempted thefts of our intellectual property and may be subject to such attempts in the future. Although we take measures to protect our property, if we

are unable to prevent the theft of our intellectual property or its exploitation, the value of our investments may be undermined and our business, financial condition and results of operations may be negatively impacted.

Changes in laws or regulations relating to privacy, data protection or the protection or transfer of personal data, or any actual or perceived failure by us to comply with such laws and regulations or any other obligations relating to privacy, data protection or the protection or transfer of personal data, could adversely affect our business.

We receive, transmit and store a large volume of personal information and other data relating to users on our platform, as well as other individuals such as our employees. Numerous local, municipal, state, federal and international laws and regulations address privacy, data protection and the collection, storing, sharing, use, disclosure and protection of certain data, including the California Online Privacy Protection Act, the Personal Information Protection and Electronic Documents Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, Canada's Anti-Spam Law, the Telephone Consumer Protection Act of 1991, or TCPA, the U.S. Federal Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act, or HIPAA, Section 5(c) of the Federal Trade Commission Act, the California Consumer Privacy Act, or CCPA, and the California Privacy Rights Act, or CPRA, which became operative as of January 1, 2023. The scope of data protection laws may continually change, through new legislation, amendments to existing legislation and changes in enforcement, and may be inconsistent from one jurisdiction to another. For example, the CPRA requires new disclosures to California consumers and affords such consumers new data rights and abilities to opt-out of certain sharing of personal information. The CPRA provides for fines of up to $7,500 per violation, which can be applied on a per-consumer basis. Aspects of the CPRA and its interpretation and enforcement remain unclear. Additionally, other states in the U.S. have enacted privacy legislation, including Virginia, Colorado, Utah, Connecticut, Iowa, Indiana, Montana, Tennessee, Florida, and Texas. The U.S. federal government and other states are also contemplating federal and state privacy legislation. These new and modified laws, including the CPRA, and other changes in laws or regulations relating to privacy, data protection and information security, particularly any new or modified laws or regulations that require enhanced protection of data or new obligations with regard to data retention, transfer or disclosure, could greatly increase the cost of providing our offerings, require significant changes to our operations and our data processing practices and policies, may require us to incur additional compliance-related costs and expenses, and may even prevent us from providing certain offerings in jurisdictions in which we currently operate and in which we may operate in the future.

Further, as we continue to expand our offerings and user base, we may become subject to additional privacy-related laws and regulations. For example, in connection with the sale of our Level 5 self-driving vehicle division to Woven Planet, we have entered into certain data sharing and other agreements with Woven Planet to facilitate and accelerate the development of autonomous vehicle technology. In addition, our Lyft Media efforts provide third party promotional advertisements, including those that may be personalized to users. Changes in the law or regulatory landscape could limit or prohibit activities in regard to any new offerings we undertake. Further, the collection and storage of data in connection with the use of our Concierge and Lyft Pass for Healthcare offerings by healthcare partners subjects us to compliance requirements under HIPAA. HIPAA and its implementing regulations contain requirements on covered entities and business associates regarding the use, collection, security, storage and disclosure of individuals' protected health information, or PHI. Contracted healthcare entities including healthcare providers, health plans, and transportation managers using our Concierge or Lyft Pass for Healthcare offerings are either covered entities or business associates under HIPAA. We must also comply with HIPAA as we use and disclose the PHI of riders in our capacity as a business associate of other contracted healthcare covered entities or other contracted business associates of a healthcare covered entity. Compliance obligations under HIPAA include privacy, security and breach notification obligations and could subject us to increased liability for any unauthorized uses or disclosures of PHI determined to be a "breach." If we knowingly breach the HITECH Act's requirements, we could be exposed to criminal liability. A breach of our safeguards and processes could expose us to civil penalties that range from $100 - $50,000 per violation, with an annual maximum per violation calendar year cap of $1,919,173 for "willful neglect" violations and the possibility of civil litigation.

Additionally, we have incurred, and expect to continue to incur, significant expenses in an effort to comply with privacy, data protection and information security standards imposed by law, regulation, or contractual obligations. In particular, with laws and regulations such as the CCPA and CPRA imposing new and relatively burdensome obligations, and with substantial uncertainty over the interpretation and application of these and other laws and regulations, we may face challenges in addressing their requirements and making necessary changes to our policies and practices, and may incur significant costs and expenses in an effort to do so. In particular, with regard to HIPAA, we may incur increased costs as we perform our obligations to our healthcare customers under our agreements with them. As we consider expansion of business offerings and markets and as laws and regulations change, we expect to incur additional costs related to privacy, data protection and information security standards and protocols imposed by laws, regulations, industry standards or contractual obligations related to such offerings and face additional risks that such expansion could be inconsistent with, or fail or be alleged to fail to meet all requirements of such laws, regulations or obligations.

Despite our efforts to comply with applicable laws, regulations and other obligations relating to privacy, data protection and information security, it is possible that our practices, offerings or platform could be inconsistent with, or fail or

be alleged to fail to meet all requirements of, such laws, regulations or obligations. Our failure, or the failure by our third-party providers or partners, to comply with applicable laws, regulations or other obligations relating to privacy, data protection or information security, or any compromise of security that results in unauthorized access to, or use or release of personal information or other driver or rider data, or the perception that any of the foregoing types of failure or compromise has occurred, could damage our reputation, discourage new and existing drivers and riders from using our platform or result in fines or proceedings by governmental agencies and private claims and litigation, any of which could adversely affect our business, financial condition and results of operations. Additionally, the perception of concerns relating to privacy, data protection or information security, whether or not valid, may harm our reputation and brand and adversely affect our business, financial condition and results of operations.

We are regularly subject to claims, lawsuits, government and regulatory investigations and other proceedings that may adversely affect our business, financial condition and results of operations.

We are regularly subject to claims, lawsuits, arbitration proceedings, government and regulatory investigations and other legal and regulatory proceedings in the ordinary course of business, including those involving personal injury, property damage, worker classification, driver earnings, labor and employment, anti-discrimination, commercial disputes, competition, consumer complaints, intellectual property disputes, compliance with regulatory requirements, securities laws, and other matters, and we may become subject to additional types of claims, lawsuits, government investigations and legal or regulatory proceedings as our business grows and as we deploy new offerings such as autonomous vehicle technology, Lyft Car Maintenance and our network of Light Vehicles and deliveries, including proceedings related to product liability or our acquisitions, securities issuances or business practices. We are also regularly subject to claims, lawsuits, arbitration proceedings, government investigations and other legal and regulatory proceedings seeking to hold us liable for the actions of independent contractor drivers on our platform. See the section titled “Legal Proceedings” for additional information about these types of legal proceedings.

The results of any such claims, lawsuits, arbitration proceedings, government investigations or other legal or regulatory proceedings cannot be predicted with certainty. Any claims against us, whether meritorious or not, could be time-consuming, result in costly litigation, be harmful to our reputation, require significant management attention and divert significant resources. Determining reserves for our pending litigation is a complex and fact-intensive process that requires significant subjective judgment and speculation. It is possible that a resolution of one or more such proceedings could result in substantial damages, settlement costs, fines and penalties that could adversely affect our business, financial condition and results of operations. These proceedings could also result in harm to our reputation and brand, sanctions, consent decrees, injunctions or other orders requiring a change in our business practices. Any of these consequences could adversely affect our business, financial condition and results of operations. Furthermore, under certain circumstances, we have contractual and other legal obligations to indemnify and to incur legal expenses on behalf of our business, commercial, and government partners and current and former directors and officers.

A determination in, resolution of, or settlement of, any legal proceeding, whether we are party to such legal proceeding or not, that involves our industry, could harm our business, financial condition and results of operations. For example, a determination related to driver classification matters, whether we are party to such determination or not, could cause us to incur significant expenses or require substantial changes to our business model.

In addition, we regularly include arbitration provisions in our Terms of Service with the drivers and riders on our platform. These provisions are intended to streamline the litigation process for all parties involved, as arbitration can in some cases be faster and less costly than litigating disputes in state or federal court. However, arbitration may become more costly for us or the volume of arbitration may increase and become burdensome, and the use of arbitration provisions may subject us to certain risks to our reputation and brand, as these provisions have been the subject of increasing public scrutiny. In order to minimize these risks to our reputation and brand, we have in the past and may continue to limit our use of arbitration provisions or be required to do so in a legal or regulatory proceeding, either of which could increase our litigation costs and exposure. For example, effective May 2018, we ended mandatory arbitration of sexual misconduct claims by users and employees.

Further, with the potential for conflicting rules regarding the scope and enforceability of arbitration on a state-by-state basis, as well as between state and federal law, there is a risk that some or all of our arbitration provisions could be subject to challenge or may need to be revised to exempt certain categories of protection. If our arbitration agreements were found to be unenforceable, in whole or in part, or specific claims are required to be exempted from arbitration, we could experience an increase in our costs to litigate disputes and the time involved in resolving such disputes, and we could face increased exposure to potentially costly lawsuits, each of which could adversely affect our business, financial condition and results of operations.

As we expand our offerings, we may become subject to additional laws and regulations, and any actual or perceived failure by us to comply with such laws and regulations or manage the increased costs associated with such laws and regulations could adversely affect our business, financial condition and results of operations.

As we continue to expand our offerings and user base, we may become subject to additional laws and regulations, which may differ or conflict from one jurisdiction to another. Many of these laws and regulations were adopted prior to the advent of our industry and related technologies and, as a result, do not contemplate or address the unique issues faced by our industry.

For example, contracting with healthcare entities and transportation managers representing healthcare entities may subject us to certain healthcare related laws and regulations. These laws and regulations may impose additional requirements on us and our platform in providing access to rides through the Lyft Platform on behalf of healthcare partners. Additional requirements may arise related to the collection and storage of data and systems infrastructure design, all of which could increase the costs associated with our offerings to healthcare partners. With respect to our healthcare rides matched through the Lyft Platform and provided to Medicaid or Medicare Advantage beneficiaries, we are subject to healthcare fraud, waste and abuse laws that impose penalties for violations. Significant violations of such laws could lead to our loss of Medicaid provider enrollment status and could also potentially result in exclusion from the federal and state healthcare programs as an authorized transportation platform provider. Further, as an authorized transportation platform provider, we may in certain circumstances be or become considered a government contractor with respect to certain of our services, which would expose us to certain risks such as the government's ability to unilaterally terminate contracts, the public sector's budgetary cycles and funding authorization, and the government's administrative and investigatory processes.

Despite our efforts to comply with applicable laws, regulations and other obligations relating to our offerings, it is possible that our practices, offerings or platform could be inconsistent with, or fail or be alleged to fail to meet all requirements of, such laws, regulations or obligations. Our failure, or the failure by our third-party providers or partners, to comply with applicable laws or regulations or any other obligations relating to our offerings, could harm our reputation and brand, discourage new and existing drivers and riders from using our platform, lead to refunds of ride fares or result in fines or proceedings by governmental agencies or private claims and litigation, any of which could adversely affect our business, financial condition and results of operations.

We face the risk of litigation resulting from unauthorized text messages sent in violation of the Telephone Consumer Protection Act.

The actual or perceived improper sending of text messages may subject us to potential risks, including liabilities or claims relating to federal and state consumer protection laws governing telemarketing, including SMS text messaging. For example, the TCPA regulates and restricts certain telemarketing and automated SMS text messaging (both marketing and non-marketing) without proper consent. This has resulted and may in the future result in civil claims against us and/or regulatory enforcement by federal and state agencies. The scope and interpretation of the laws that are or may be applicable to the delivery of text messages are continuously evolving and developing. If we do not comply with these laws or regulations or if we become liable under these laws or regulations, we could face direct liability and our business, financial condition and results of operations could be adversely affected.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, and the listing standards of the Nasdaq Global Select Market. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and significant management oversight. If any of our controls and systems do not perform as expected, we may experience deficiencies in our controls and we may not be able to meet our financial reporting obligations.

Our current controls and any new controls that we develop may become inadequate because of changes in the conditions in our business, including increased complexity resulting from any international expansion, flexible work arrangements, new offerings on our platform or from strategic transactions, including acquisitions and divestitures. Further, weaknesses or deficiencies in our disclosure controls or our internal control over financial reporting have been discovered in the past, and other weaknesses or deficiencies may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting could also adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we are required to include in our periodic reports. Ineffective

disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely adversely affect the market price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the Nasdaq Global Select Market.

Our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could have an adverse effect on our business, financial condition and results of operations and could cause a decline in the market price of our Class A common stock.

Changes in U.S. and foreign tax laws could have a material adverse effect on our business, cash flow, results of operations or financial conditions.

We are subject to tax laws, regulations, and policies of the U.S. federal, state, and local governments and of comparable taxing authorities in foreign jurisdictions. As various levels of governments and international organizations become increasingly focused on tax reform, changes in tax laws, as well as other factors, could cause us to experience fluctuations in our tax obligations and effective tax rates and otherwise adversely affect our tax positions and/or our tax liabilities. For example, the United States passed the Inflation Reduction Act in 2022, which introduced a 1% excise tax on stock buybacks that could impact us in connection with a settlement of the capped call transactions. Further, a provision of the Tax Cuts and Jobs Act of 2017 eliminated the option to deduct research and development expenditures in the current year and requires the capitalization and amortization of such costs. Although future legislative updates could defer or eliminate this requirement, there is no assurance that the provision will be repealed or modified. Many countries, and organizations such as the Organization for Economic Cooperation and Development have proposed implementing changes to existing tax laws, including a proposed global minimum tax of 15%. Any of these or other developments or changes in federal, state, or international tax laws or tax rulings could adversely affect our effective tax rate and our operating results.

Taxing authorities may successfully assert that we should have collected or in the future should collect sales and use, gross receipts, value added or similar taxes and may successfully impose additional obligations on us, and any such assessments or obligations could adversely affect our business, financial condition and results of operations.

The application of indirect taxes, such as payroll tax, sales and use tax, value-added tax, goods and services tax, business tax and gross receipts tax, to businesses like ours and to drivers is a complex and evolving issue. Many of the fundamental statutes and regulations that impose these taxes were established before the adoption and growth of the Internet and e-commerce. Significant judgment is required on an ongoing basis to evaluate applicable tax obligations, and as a result, amounts recorded are estimates and are subject to adjustments. In many cases, the ultimate tax determination is uncertain because it is not clear how new and existing statutes might apply to our business or to drivers' businesses.

In addition, local governments are increasingly looking for ways to increase revenue, which has resulted in discussions about tax reform and other legislative action to increase tax revenue, including through indirect taxes. For example, it is becoming more common for local governments to impose per trip fees specifically on TNC rides. Such taxes may adversely affect our financial condition and results of operations.

In certain jurisdictions, we collect and remit indirect taxes. However, tax authorities have raised and may continue to raise questions about or challenge or disagree with our calculation, reporting, or collection of taxes, and may require us to collect taxes in jurisdictions in which we do not currently do so or to remit additional taxes and interest, and could impose associated penalties and interest. A successful assertion by one or more tax authorities requiring us to collect taxes in jurisdictions in which we do not currently do so or to collect additional taxes in a jurisdiction in which we currently collect taxes, could result in substantial tax liabilities, including taxes on past transactions, as well as penalties and interest, and could discourage drivers and riders from utilizing our offerings or could otherwise harm our business, financial condition, and results of operations. Although we have reserved for potential payments of possible past tax liabilities in our financial statements, if these liabilities exceed such reserves, our financial condition could be harmed.

Additionally, one or more states, localities or other taxing jurisdictions may seek to impose additional reporting, record-keeping or indirect tax collection obligations on businesses like ours. For example, taxing authorities in the United States and other countries have identified e-commerce platforms as a means to calculate, collect, and remit indirect taxes for transactions taking place over the Internet, and are considering related legislation. New legislation may require us or drivers to incur substantial costs in order to comply, including costs associated with tax calculation, collection, remittance and audit requirements, which could make our offerings less attractive and could adversely affect our business, financial condition and results of operations.

As a result of these and other factors, the ultimate amount of tax obligations owed may differ from the amounts recorded in our financial statements and any such difference may adversely impact our results of operations in future periods in which we change our estimates of our tax obligations or in which the ultimate tax outcome is determined.

Operating as a public company requires us to incur substantial costs and requires substantial management attention. In addition, certain members of our management team have limited experience managing a public company.

As a public company, we incur substantial legal, accounting and other expenses that we did not incur as a private company. For example, we are subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the rules and regulations of the SEC and the listing standards of the Nasdaq Stock Market. For example, the Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business, financial condition and results of operations. We are also required to maintain effective disclosure controls and procedures and internal control over financial reporting. Compliance with these rules and regulations has increased and will continue to increase our legal and financial compliance costs, and increase demand on our systems. In addition, as a public company, we may be subject to stockholder activism, which can lead to substantial additional costs, distract management and impact the manner in which we operate our business in ways we cannot currently anticipate. As a result of disclosure of information in filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by competitors. Furthermore, if any issues in complying with those requirements are identified, we may incur additional costs rectifying those or new issues, and the existence of these issues could adversely affect our reputation or investor perceptions of it. For example, we incurred costs related to the restatement of our previously issued consolidated financial statements and related material weakness as described in our Annual Report on Form 10-K/A for our fiscal year ended December 31, 2021, which material weakness was remediated as of June 30, 2022. In addition, it may become more expensive to obtain director and officer liability insurance due to these issues.

Certain members of our management team have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage being a public company subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. These obligations and constituents require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition and results of operations.

Climate change may have a long-term impact on our business.

We have established environmental programs, such as our commitment to 100% EVs on our platform by the end of 2030, and requiring our suppliers to ensure the efficient use of raw materials, water, and energy resources via our Supplier Code of Conduct, and we recognize that there are inherent climate-related risks wherever business is conducted. For example, our San Francisco, California headquarters is projected to be vulnerable to future water scarcity and sea level rise due to climate change, as well as climate-related events including wildfires and associated power shut-offs. Climate-related events, including the increasing frequency of extreme weather events and their impact on critical infrastructure in the U.S. and elsewhere, have the potential to disrupt our business, our third-party suppliers, and the business of our customers, and may cause us to experience higher attrition, losses and additional costs to maintain or resume operations. Additionally, we are subject to emerging climate change policies such as California’s Clean Miles Standard and Incentive Program, which imposes greenhouse gas and EV requirements on our industry, and failure to meet the future requirements could have adverse impacts on our costs and ability to operate in California, as well as public goodwill towards our company. Massachusetts and New York City are developing rules to address the environmental impact of rideshare, and other jurisdictions are likely to consider similar rules and regulations in the future. We advocate for EV programs that can be efficiently accessed by drivers on our platform and rental car operators, and any failure of such programs to address EV capital costs, EV charging costs, and EV charging infrastructure in the context of transportation network companies’ unique needs could challenge our ability to progress toward our 100% EV commitment. Furthermore, these EV programs are asset-intensive and require significant capital investments and recurring costs, including debt payments, maintenance, depreciation, asset life and asset replacement costs, and if we are not able to maintain sufficient levels of utilization of such assets or such offerings are otherwise not successful, our investments may not generate sufficient returns and our financial condition may be adversely affected. If we are not able to allocate sufficient capital or other resources to these programs and achievement of these goals, we may not be able to make progress toward or achieve such commitments and goals in a timely manner or at all, or we may need to modify or terminate certain programs or goals. We may also enter into arrangements with third parties for financing, leasing or otherwise, to enable us to meet our commitments and other legal or regulatory requirements. Such transactions may require us to provide guarantees for financing. We may also benefit from certain tax credits for EVs and, if such tax credits expire or are terminated or we are otherwise unable to use them, we may not realize the benefits we have planned and our business and financial condition and results of operations may be negatively affected. If we fail, or are perceived to fail, to make such progress or achievements, or to maintain environmental practices that meet evolving stakeholder expectations, or if we revise any of our commitments, initiatives, or goals, our brand and reputation could be harmed and we may face criticism from the media or our stakeholders, and our business, financial condition and results of operations could be adversely affected.

Risks Related to Financing and Transactional Factors

We may require additional capital, which may not be available on terms acceptable to us or at all.

Historically, we funded our capital-intensive operations and capital expenditures primarily through equity issuances and cash generated from our operations. To support our growing business, we must have sufficient capital to continue to make significant investments in our offerings, including potential new offerings. In November 2022, we entered into a $420.0 million revolving credit agreement, in May 2020, we issued $747.5 million in aggregate principal amount of our 2025 Notes and, from time to time, we may seek additional equity or debt financing, including by the issuance of securities. If we raise additional funds through the issuance of equity, equity-linked or debt securities, such as our 2025 Notes, those securities may have rights, preferences or privileges senior to those of our Class A common stock, and our existing stockholders may experience dilution. Further, we have secured debt financing which has resulted in fixed obligations and certain restrictive covenants, and any debt financing secured by us in the future would result in increased fixed obligations and could involve additional restrictive covenants relating to our capital-raising activities and other financial and operational matters, as well as liens on some or all of our assets, which may make it more difficult for us to obtain additional capital and to pursue business opportunities.

We evaluate financing opportunities from time to time, and our ability to obtain financing will depend, among other things, on our development efforts, business plans and operating performance and the condition of the capital markets at the time we seek financing. Additionally, uncertain and volatile macroeconomic conditions, including economic instability or uncertainty, and other events beyond our control, such as the instability and volatility in the banking and financial services sector, the COVID-19 pandemic and the war in Ukraine, as well as slowing growth in the worldwide economy, inflation and higher interest rates, have negatively impacted the financing markets, and may impact our access to capital and make additional capital more difficult or available only on terms less favorable to us. We cannot be certain that additional financing will be available to us on favorable terms, or at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited, and our business, financial condition and results of operations could be adversely affected.

If we are unable to make acquisitions and investments, or successfully integrate them into our business, or if we enter into strategic transactions that do not achieve our objectives, our business, results of operations and financial condition could be adversely affected.

As part of our business strategy, we will continue to consider a wide array of potential strategic transactions, including acquisitions of businesses, new technologies, services and other assets, joint ventures and strategic investments that complement our business, such as our acquisition of PBSC in May 2022, as well as divestitures, partnerships and other transactions. We have previously acquired and invested in, and we continue to seek to acquire and invest in businesses, technologies, or other assets that we believe could complement or expand our business, including acquisitions of new lines of business and other opportunities that operate in relatively nascent markets. We also may explore investments in new technologies, which we may develop or other parties may develop. The identification, evaluation, and negotiation of potential acquisition or strategic investment transactions may divert the attention of management and entail various expenses, whether or not such transactions are ultimately completed. There can be no assurance that we will be successful in identifying, negotiating, and consummating favorable transaction opportunities.

These transactions involve numerous risks, whether or not completed, any of which could harm our business and negatively affect our financial condition and results of operations, including:

- intense competition for suitable acquisition and investment targets, which could increase transaction costs and adversely affect our ability to consummate deals on favorable or acceptable terms;
- failure or material delay in closing a transaction;
- transaction-related lawsuits or claims;
- our ability to successfully obtain indemnification or representation and warranty insurance;
- difficulties in integrating the technologies, operations, existing contracts and personnel of an acquired company;
- challenges related to entering into new markets or geographies;
- difficulties in retaining key employees or business partners of an acquired company;
- diversion of financial and management resources from existing operations or alternative acquisition opportunities;
- failure to realize the anticipated benefits or synergies of a transaction;

- failure to identify the problems, liabilities or other shortcomings or challenges of an acquired company or technology, including issues related to intellectual property, regulatory compliance practices, litigation, revenue recognition or other accounting practices, or employee or user issues;
- acquired businesses or businesses that we invest in may not have adequate controls, processes, and procedures to ensure compliance with laws and regulations, including with respect to data privacy, data protection, and data security, as well as anti-bribery and anti-corruption laws, export controls, sanctions and industry-specific-regulation;
- risks that regulatory bodies may enact new laws or promulgate new regulations that are adverse to an acquired company or business, or the risk that we become subject to new or additional regulatory burdens that affect our business in potentially unanticipated and significantly negative ways;
- theft of our trade secrets or confidential information that we share with potential acquisition candidates;
- risk that an acquired company or investment in new offerings cannibalizes a portion of our existing business; and
- adverse market reaction to an acquisition.

In addition, we may divest businesses or assets or enter into joint ventures, strategic partnerships or other strategic transactions. For example, in February 2023, we closed the sale of our vehicle service center business. In addition, as a result of our acquisition of PBSC, we became an indirect party to certain partnerships and joint ventures that we did not negotiate, and with partners with whom we are less familiar. In July 2023, we announced that we are exploring strategic alternatives for our bikes and scooters business. These types of transactions present certain risks; for example, we may not achieve the desired strategic, operational and financial benefits of a divestiture, partnership, joint venture or other strategic transaction, or we may have difficulty operating together with another partner or joint venturer. In addition, in light of increased interest rates and the volatility of the financial markets, it may be more difficult to find suitable acquirors or business partners, and during the pendency of a divestiture or during the integration or separation process of any strategic transaction, we may be subject to risks related to a decline in the business, loss of employees, customers, or suppliers, and the risk that the transaction does not close.

Further, minority investments inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational, regulatory, and/or compliance risks associated with the investment. In addition, we may be dependent on other persons or entities who control the entities in which we invest, including their management or controlling shareholders, and who may have business interests, strategies, or goals that are inconsistent with ours. Business decisions or other actions or omissions of the joint venture partners, controlling shareholders, management, or other persons or entities who control them may adversely affect the value of our investment or result in litigation or regulatory action against us. We can provide no assurance that our investments in other technologies or businesses will generate returns for our business, or that we will not lose our initial investment in whole or in part. For example, in October 2022, one of our autonomous vehicle partners announced its wind-down, and as a result we incurred a total impairment of $135.7 million consisting of impairments of our non-marketable equity investment in such company and other assets.

If we fail to address the foregoing risks or other problems encountered in connection with past or future acquisitions of businesses, new technologies, services and other assets, strategic investments or other transactions, or if we fail to successfully integrate such acquisitions or investments, or if we are unable to successfully complete other transactions or such transactions do not meet our strategic objectives, our business, results of operations and financial condition could be adversely affected.

Servicing our current and future debt may require a significant amount of cash, and we may not have sufficient cash flow from our business to pay our indebtedness. Our payment obligations under such indebtedness may limit the funds available to us, and the terms of our debt agreements may restrict our flexibility in operating our business or otherwise adversely affect our results of operations.

In May 2020, we issued our 2025 Notes in a private placement to qualified institutional buyers. In addition, in connection with our acquisition of Flexdrive, which is now an independently managed, wholly-owned subsidiary, Flexdrive remained responsible for its obligations under a Loan and Security Agreement, as amended, with a third-party lender, a Master Vehicle Acquisition Financing and Security Agreement, as amended, with a third-party lender and a Vehicle Procurement Agreement, as amended, with a third-party; and, following the acquisition, we continued to guarantee the payments of Flexdrive for any amounts borrowed under these agreements. As of June 30, 2023, we had $832.2 million of indebtedness for borrowed money outstanding. In November 2022, we also entered into a revolving credit facility with certain lenders providing the ability to borrow an aggregate principal amount of up to $420.0 million, none of which has been drawn as of June 30, 2023, and $58.8 million in letters of credit were issued under the Revolving Credit Facility as of June 30, 2023. See Note 8 “Debt” to our condensed consolidated financial statements, for further information on these agreements and our outstanding debt obligations.

Our ability to make scheduled payments of the principal of, to pay interest or fees on or to refinance our indebtedness depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional debt financing or equity capital on terms that may be onerous or highly dilutive. Our ability to refinance any existing or future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations. Events and circumstances may also occur which would cause us to not be able to satisfy applicable draw-down conditions and utilize our revolving credit facility. In addition, any of our future debt agreements may contain restrictive covenants that may prohibit us from adopting any of these alternatives. Our failure to comply with these covenants could result in an event of default which, if not cured or waived, could result in the acceleration of our debt.

In addition, our indebtedness, combined with our other financial obligations and contractual commitments, could have other important consequences. For example, it could:

- make us more vulnerable to adverse changes in general U.S. and worldwide economic, industry and competitive conditions and adverse changes in government regulation;
- limit our flexibility in planning for, or reacting to, changes in our business and our industry;
- place us at a disadvantage compared to our competitors who have less debt;
- limit our ability to borrow additional amounts to fund acquisitions, for working capital and for other general corporate purposes; and
- make an acquisition of our company less attractive or more difficult.

In addition, under certain of our and our subsidiary's existing debt instruments, we and Flexdrive are subject to customary affirmative and negative covenants regarding our business and operations, including limitations on Flexdrive's ability to enter into certain acquisitions or consolidations or engage in certain asset dispositions. If we or Flexdrive, as applicable, do not comply with these covenants or otherwise default under the arrangements, and do not obtain an amendment, waiver or consent from the lenders, then, subject to applicable cure periods, any outstanding debt may be declared immediately due and payable. Further, any such amendment, waiver or consent that we are able to obtain may contain additional restrictions or terms that are less favorable to us. Any debt financing secured by us in the future could involve additional restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital to pursue business opportunities, including potential acquisitions or divestitures. Any default under our debt arrangements could require that we repay our loans immediately, and may limit our ability to obtain additional financing, which in turn may have an adverse effect on our cash flows and liquidity.

Any of these factors could harm our business, results of operations and financial condition. In addition, if we incur additional indebtedness, the risks related to our business and our ability to service or repay our indebtedness would increase.

Our revolving credit facility contains financial covenants and other restrictions on our actions that may limit our operational flexibility or otherwise adversely affect our results of operations.

The terms of our revolving credit facility include a number of covenants that limit our ability and our subsidiaries' ability to, among other things, incur additional indebtedness, grant liens, merge or consolidate with other companies or sell substantially all of our assets, pay dividends, make redemptions and repurchases of stock, make investments, loans and acquisitions, or engage in transactions with affiliates. The terms of our revolving credit facility may restrict our current and future operations and could adversely affect our ability to finance our future operations or capital needs. In addition, complying with these covenants may make it more difficult for us to successfully execute our business strategy, including potential acquisitions, and compete against companies which are not subject to such restrictions.

A failure by us to comply with the covenants or payment requirements specified in our credit agreement could result in an event of default under the agreement, which would give the lenders the right to terminate their commitments to provide additional loans under our revolving credit facility and to declare all borrowings outstanding, together with accrued and unpaid interest and fees, to be immediately due and payable. If the debt under our revolving credit facility were to be accelerated, we may not have sufficient cash or be able to borrow sufficient funds to refinance the debt or sell sufficient assets to repay the debt, which could immediately adversely affect our business, cash flows, results of operations, and financial condition. Even if we were able to obtain new financing or negotiate an amendment, waiver or consent under our existing credit agreement, it may contain additional restrictions, or not be on commercially reasonable terms or on terms that are acceptable to us.

We are subject to counterparty risk with respect to the capped call transactions.

In connection with the issuance of our 2025 Notes, we entered into the capped call transactions (the “Capped Calls”) with certain of the initial purchasers of the 2025 Notes or their respective affiliates (the "option counterparties"). The option counterparties are financial institutions, and we will be subject to the risk that any or all of them might default under the Capped Calls. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. Past global economic conditions have resulted in the actual or perceived failure or financial difficulties of many financial institutions. If an option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the Capped Calls with such option counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our Class A common stock. In addition, upon a default by an option counterparty, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our Class A common stock. We can provide no assurance as to the financial stability or viability of the option counterparties.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2022, we had $7.8 billion of federal and $6.7 billion of state net operating losses (“NOLs”) available to reduce future taxable income, which will begin to expire in 2030 for federal income tax purposes and in 2023 for state income tax purposes. It is possible that we will not generate taxable income in time to use NOLs before their expiration. Under Section 382 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change NOLs to offset its post-change income may be limited. In general, an “ownership change” will occur if there is a cumulative change in our ownership by “5-percent shareholders” that exceeds 50 percentage points over a rolling three-year period. Similar limitations may apply under state tax laws. Our ability to use net operating losses to reduce future taxable income and liabilities may be subject to annual limitations as a result of prior ownership changes and ownership changes that may occur in the future.

The Tax Cuts and Jobs Act of 2017, or the Tax Act, as modified by the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, among other things, limited the use of NOLs arising in tax years beginning after December 31, 2017 to 80% of taxable income for tax years beginning after December 31, 2020. Not all states conform to the Tax Act or CARES Act. In future years, if and when a net deferred tax asset is recognized related to our NOLs, these changes may significantly impact our valuation allowance assessments for NOLs generated after December 31, 2017.

Risks Related to Governance and Ownership of our Capital Stock Factors

The dual class structure of our common stock has the effect of concentrating voting power with our Co-Founders, which will limit your ability to influence the outcome of important transactions, including a change in control.

Our Class B common stock has 20 votes per share, and our Class A common stock has one vote per share. Our Co-Founders together hold all of the issued and outstanding shares of our Class B common stock. Accordingly, Logan Green, our co-founder and Chair of our board of directors holds approximately 19.83% of the voting power of our outstanding capital stock; and John Zimmer, our co-founder and Vice Chair of our board of directors, holds approximately 11.71% of the voting power of our outstanding capital stock. Therefore, our Co-Founders, individually or together, may be able to significantly influence matters submitted to our stockholders for approval, including the election of directors, amendments of our organizational documents and any merger, consolidation, sale of all or substantially all of our assets or other major corporate transactions. Our Co-Founders, individually or together, may have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentrated control may have the effect of delaying, preventing or deterring a change in control of our company, could deprive our stockholders of an opportunity to receive a premium for their capital stock as part of a sale of our company and might ultimately affect the market price of our Class A common stock. Each Co-Founder’s voting power is as of June 30, 2023 and includes shares of Class A common stock expected to be issued upon the vesting of such Co-Founder’s RSUs within 60 days of June 30, 2023.

Future transfers by the holders of Class B common stock will generally result in those shares converting into shares of Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon (i) the date specified by affirmative written election of the holders of two-thirds of the then-outstanding shares of Class B common stock, (ii) the date fixed by our board of directors that is no less than 61 days and no more than 180 days following the date on which the shares of Class B common stock held by our Co-Founders and their permitted entities and permitted transferees represent less than 20% of the Class B common stock held by our Co-Founders and their permitted entities as of immediately following the completion of our initial public offering, or IPO, or (iii) nine months after the death or total disability of the last to die or become disabled of our Co-Founders, or such later date not to exceed a total period of 18 months after such death or disability as may be approved by a majority of our independent directors.

We cannot predict the impact our dual class structure may have on our stock price.

We cannot predict whether our dual class structure will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences.

The trading price of our Class A common stock may be volatile, and you could lose all or part of your investment.

The trading price of our Class A common stock may be volatile and could be subject to fluctuations in response to various factors, some of which are beyond our control. These fluctuations could cause you to lose all or part of your investment in our Class A common stock. Factors that could cause fluctuations in the trading price of our Class A common stock include the following:

- price and volume fluctuations in the overall stock market from time to time, including fluctuations due to general economic uncertainty or negative market sentiment;
- volatility in the trading prices and trading volumes of technology stocks generally, or those in our industry, including fluctuations unrelated or disproportionate to the operating performance of those technology companies;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- sales or purchases of shares of our Class A common stock by us, our officers, or our significant stockholders, as well as the perception that such sales or purchases could occur;
- issuance of shares of our Class A common stock, whether in connection with our equity incentive plans, an acquisition or upon conversion of some or all of our outstanding 2025 Notes;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- the financial projections or goals we may provide to the public, any changes in those projections or goals or our failure to meet those projections or goals;
- announcements by us or our competitors of new offerings or platform features;
- investor sentiment and the public's reaction to our press releases, earnings and other public announcements and filings with the SEC, or those of our competitors or others in our industry;
- rumors and market speculation involving us or other companies in our industry;
- short selling of our Class A common stock or related derivative securities;
- actual or anticipated changes in our results of operations or fluctuations in our results of operations;
- actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally;
- litigation involving us, our industry or both, or investigations by regulators into our operations or those of our competitors;
- developments or disputes concerning our intellectual property or other proprietary rights;
- announced or completed acquisitions of businesses, services or technologies by us or our competitors;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business or statements by public officials regarding potential new laws or regulations;
- changes in accounting standards, policies, guidelines, interpretations or principles;
- any significant change in our management or our board of directors; and
- general economic conditions and slow or negative growth of our markets.

In addition, in the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. For example, as disclosed above, beginning in April 2019, several putative class actions have been filed in California state and federal courts

and derivative actions have been filed in Delaware and California federal courts against us, our directors, certain of our officers, and certain of the underwriters named in our IPO registration statement alleging violation of securities laws, breach of fiduciary duties, and other causes of action in connection with our IPO. Although we believe these lawsuits are without merit and we intend to vigorously defend against them, such matters could result in substantial costs and a diversion of our management's attention and resources.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the market price of our Class A common stock.

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of our company more difficult, including the following:

- any amendments to our amended and restated certificate of incorporation or amendments by stockholders to our amended and restated bylaws require the approval of at least two-thirds of our then-outstanding voting power;
- our dual class common stock structure, which provides our Co-Founders, individually or together, with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A common stock and Class B common stock;
- our board of directors is classified into three classes of directors with staggered three-year terms and directors are only able to be removed from office for cause;
- our stockholders are only able to take action at a meeting of stockholders and are not able to take action by written consent for any matter;
- our amended and restated certificate of incorporation does not provide for cumulative voting;
- vacancies on our board of directors are able to be filled only by our board of directors and not by stockholders;
- a special meeting of our stockholders may only be called by the chairperson of our board of directors, our Chief Executive Officer, our President or a majority of our board of directors;
- certain litigation against us can only be brought in Delaware;
- our amended and restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established and shares of which may be issued without further action by our stockholders; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

These provisions, alone or together, could discourage, delay or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our Class A common stock, and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated bylaws designate a state or federal court located within the State of Delaware as the exclusive forum for substantially all disputes between us and our stockholders and also provide that the federal district courts will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act of 1933 (as amended, the "Securities Act"), each of which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated bylaws provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, stockholders, officers or other employees to us or our stockholders, (3) any action arising pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws or (4) any other action asserting a claim that is governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court

of Chancery does not have jurisdiction, another State court in Delaware or the federal district court for the District of Delaware), in all cases subject to the court having jurisdiction over indispensable parties named as defendants. Our amended and restated bylaws also provide that the federal district courts of the United States are the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act against any person in connection with any offering of our securities, including, without limitation and for the avoidance of doubt, any auditor, underwriter, expert, control person or other defendant.

Any person or entity purchasing, holding or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to these provisions. These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find the exclusive-forum provisions in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Securities Trading Plans of Directors and Executive Officers

During our last fiscal quarter, the following directors and officers, as defined in Rule 16a-1(f), adopted a "Rule 10b5-1 trading arrangement" as defined in Regulation S-K Item 408, as follows:

On May 31, 2023, Logan Green, our former CEO and the chair of our board of directors, adopted a Rule 10b5-1 trading arrangement providing for the sale of up to 827,276 shares of Class A common stock (including 687,642 shares issuable upon the conversion of shares of Class B common stock) held by Mr. Green plus additional shares of Class A Common Stock issuable upon the vesting and settlement of RSUs granted to Mr. Green subsequent to the adoption of the trading arrangement and prior to May 20, 2024. In addition to Mr. Green, a trust in which his immediate family members have a pecuniary interest, is also party to the same Rule 10b5-1 trading arrangement and will sell up to 200,000 shares of Class A common stock. The trust has an independent third party trustee and Mr. Green is not deemed to beneficially own the shares subject to such trust. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is until May 31, 2024, or earlier if all transactions under the trading arrangement are completed.

On May 31, 2023, John Zimmer, our former President and the current vice chair of our board of directors, and The Zimmer 2014 Irrevocable Trust dated June 16, 2014 (the "Trust"), adopted a Rule 10b5-1 trading arrangement providing for the sale of an aggregate of up to (i) 579,600 shares of Class A common stock held by Mr. Zimmer; (ii) 108,000 shares of Class A common stock issuable upon the conversion of shares of Class B common stock held by the Trust; and (iii) any additional shares of Class A Common Stock issuable upon the vesting and settlement of RSUs granted to Mr. Zimmer for his service on our board of directors in June 2023. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is until September 13, 2024, or earlier if all transactions under the trading arrangement are completed.

ITEM 6. EXHIBITS

We have filed the exhibits listed on the accompanying Exhibit Index, which is incorporated herein by reference.

EXHIBIT INDEX

		Incorporated by Reference			
Exhibit Number	**Description**	**Form**	**File No.**	**Exhibit**	**Filing Date**
10.1+	Letter Agreement between Lyft, Inc. and Kristin Sverchek, dated as of April 26, 2023.	8-K	001-38846	10.1	4/27/2023
10.2+	Employment Letter Agreement between Lyft, Inc. and Erin Brewer, dated as of May 15, 2023.				
10.3+	Confidential Separation Agreement and General Release between Lyft, Inc. and Ashwin Raj, dated as of May 22, 2023.				
10.4+	Consulting Agreement between Lyft, Inc. and Ashwin Raj, dated as of May 22, 2023.				
10.5+	Confidential Separation Agreement and General Release between Lyft, Inc. and Elaine Paul, dated as of May 19, 2023.				
10.6+	Consulting Agreement between Lyft, Inc. and Elaine Paul, dated as of May 19, 2023.				
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1†	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH	XBRL Taxonomy Extension Schema Document.				
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.				
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2023 has been formatted in Inline XBRL				

\+ Indicates management contract or compensatory plan.

† The certifications attached as Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Lyft, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

LYFT, INC.

Date:	August 9, 2023	By:	/s/ John David Risher
			Chief Executive Officer *(Principal Executive Officer)*
Date:	August 9, 2023	By:	/s/ Erin Brewer
			Chief Financial Officer *(Principal Financial Officer)*

Exhibit 10.6

185 Berry Street

Suite 400

San Francisco, CA 94107

May 15, 2023

Erin Brewer

via email

Re: **EMPLOYMENT AGREEMENT**

Dear Erin:

On behalf of Lyft, Inc., a Delaware corporation ("Lyft" or the "Company"), I am very pleased to offer you the position of Chief Financial Officer ("CFO") of the Company. The Company's Board of Directors (the "Board") and I believe that you will be an excellent CFO and contribute to the Company's success. We very much hope that you will accept this role. Your employment with the Company will be governed by the terms and conditions of this letter agreement, including the attachments hereto (collectively, this "Agreement"):

1. **Duties and Scope of Employment.**

(a) **Position.** As CFO, you will have such duties, responsibilities and authority as is customary for persons situated in similar executive capacities and as may from time to time reasonably be assigned to you by the Company's Chief Executive Officer ("CEO") or the Board. Your principal work location will be the Company's headquarters office in San Francisco, California, subject to required business travel.

(b) **Obligations to the Company.** During the term of your employment with the Company (your "Employment"), you will devote your full business efforts and time to the Company. Except as provided in the following sentence, during your Employment, you agree that you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during your Employment, nor will you engage in any other activities that conflict with your obligations to the Company. Notwithstanding the preceding, you may manage personal investments, participate in civic, charitable, and academic activities (if in a limited, non-leadership capacity unless a larger role is approved by the Board), and, subject to prior approval by the Board, serve on one board of directors (and any committees thereof) of another company, provided in all cases that such activities do not at the time the activity or activities commence or thereafter (a) create an actual or potential business or fiduciary conflict of interest or (b)

individually or in the aggregate, interfere materially with the performance of your duties or obligations to the Company. You agree to comply with the Company's policies and rules, including those policies located in the Company's Team Member Handbook (and applicable State Supplement) and in the Company's Code of Business Conduct and Ethics, as they may be in effect from time to time during your Employment.

(c) **No Conflicting Obligations.** You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement. In connection with your Employment, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your Employment will not infringe or violate the rights of any other person. You represent and warrant to the Company that you have returned all property and confidential information belonging to any prior employer.

(d) **Commencement Date.** You will commence full-time Employment as CFO as soon as reasonably practicable and in no event later than July 10, 2023 (the date you commence Employment, being your "Start Date").

2. **Cash and Other Compensation.**

(a) **Salary.** The Company shall pay you as compensation for your services an initial base salary at a gross annual rate of $650,000. Your annual base salary will be subject to review and adjustment based upon the Company's normal performance review practices. Your base salary shall be payable in accordance with the Company's standard payroll procedures. The annual base salary specified in this subsection, together with any modifications, is referred to in this Agreement as "Base Salary."

(b) **Signing Bonus.** As a special incentive to join the Company, you will receive a one-time signing bonus in the gross amount of $650,000 (the "Signing Bonus"), less applicable payroll withholdings and deductions. One-half of the Signing Bonus will be paid within thirty (30) days following your commencement of Employment with the Company and the other half will be paid within thirty (30) days following the first anniversary of the Start Date, subject in each case to your remaining in Employment through the applicable payment date. If your Employment with the Company is (A) terminated voluntarily by you other than for Good Reason (as defined below), (B) terminated as a result of your death or Disability (as defined in Section 2.10 of the Policy), or (C) terminated by the Company for Cause (as defined in Section 2.3 of the Policy), in any case, prior to the first anniversary of your Start Date, you will be required to repay to the Company a pro rata portion (based upon the number of months actually worked by you) of the gross amount of the first one-half of the Signing Bonus within ninety (90) days of the end of your Employment. For the purposes of this subsection, the pro rata portion of the Signing Bonus that you will be required to repay will be equal to (i) twelve (12) minus the number of full months you worked prior to your termination, divided by twelve (12), multiplied by (ii) the one-half of the gross amount of your total Signing Bonus.

(c) **Equity Compensation.**

(1) **New Hire Grant**. Subject to approval by the Compensation Committee of the Board (the "Committee"), the Company will grant you restricted stock units

covering shares of the Company's Class A Common Stock (the "RSUs") with a grant date value of approximately $10,800,000, as follows (the "New Hire Grant Value"). The number of RSUs subject to your award, if approved, will be calculated by dividing the New Hire Grant Value by the 20-trading day trailing average closing price of a share of the Company's Class A Common Stock, ending on the last trading day preceding the Monday of the week of the Start Date, rounded to the nearest whole RSU, as determined by the Committee or its delegate. 1/12th of the total number of RSUs shall vest on the first quarterly vesting date (set at February 20, May 20, August 20 and November 20 of each year) ("Quarterly Vesting Dates") that occurs after you complete three (3) months of continuous service and, 1/12th of the total number of RSUs shall vest on each Quarterly Vesting Date thereafter, in all cases, subject to your continuous service with the Company or its subsidiaries or affiliates from the grant date through the applicable Quarterly Vesting Date.

(2) **Performance-Based Grant**. Subject to approval by the Committee, the Company will grant you performance-based restricted stock units covering shares of the Company's Class A Common Stock with a grant date value of approximately $7,200,000 (the awards being "PSUs"). Such PSUs will vest based on your continuous service and the extent to which performance goals approved by the Committee are achieved. Subject to the approval by the Committee, such performance goals will relate to achievement of specified levels of stock prices of Lyft's Class A Common Stock on terms and conditions substantially similar to the performance-based restricted stock units granted to other members of Lyft's executive leadership team in April 2023 (excluding the CEO). The number of PSUs will be determined using the Company's standard methodology approved by the Committee applicable to converting grant date value into a number of PSUs.

(3) **Additional Grants**. Starting in 2024, you will be eligible to be considered for additional grants based on your continued Employment in good standing with the Company, and at the sole discretion of the Committee.

(4) **Other Grant Terms**. Any grants described above or that the Company otherwise awards to you will be subject to all of the terms and conditions of the Company's 2019 Equity Incentive Plan (as may be amended by the Committee, or any successor plan thereto or other Company equity incentive plan) and the applicable form(s) of award agreement approved by the Committee (collectively, the "Equity Agreements"). No right to any stock is earned or accrued until such time that the award vests, and the grant does not confer any right to continued vesting or Employment.

(d) **PTO and Employee Benefits**. You will be an exempt team member at Lyft. Exempt team members are provided with unlimited Paid Time Off ("PTO"). This means the Company will not track the amount of time you take off, and you can take as much time as you need, subject to approval from the CEO, as long as doing so does not interfere with your work. During your Employment, you generally will be eligible to participate in the same employee benefit plans as other U.S.-based similarly situated senior executives of Lyft. During your Employment, you will receive indemnification and liability insurance coverage on terms substantially similar to other U.S.-based similarly situated senior executives of Lyft. The Company, in its discretion, may amend or terminate the programs and arrangements described in this Section 2(d) from time to time.

(e) **Severance and Change in Control Benefits.** You will be eligible to participate in the Company's Executive Change in Control and Severance Plan (the "Policy"), attached as Attachment A to this Agreement based on your senior position within the Company. As a participant in the Policy, you will be eligible to receive severance payments and benefits upon certain qualifying terminations of your Employment as set forth in Attachment A of this Agreement (the "Participation Terms"), subject to the terms and conditions of the Policy. By signing this Agreement, you agree that this Agreement, the Policy (as it may be amended or terminated from time to time in accordance with its terms), and the Participation Terms constitute the entire agreement between you and the Company regarding the subject matter of this paragraph and supersede in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied).

3. **Business Expenses.** The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties hereunder upon presentation of an itemized account and appropriate supporting documentation, as provided in the Company's generally applicable policies from time to time.

4. **Termination.**

(a) **Employment at Will.** Your Employment shall be "at will," meaning that either you or the Company shall be entitled to terminate your Employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between you and the Company on the "at-will" nature of your Employment, which may only be changed in an express written agreement approved by the Board and signed by you and an authorized officer or director of the Company (other than you). If your position as a Service Provider (as defined in the Equity Agreements) is terminated for any reason, you automatically will be deemed to have resigned from all positions that you hold with the Company and its affiliates, unless requested otherwise in writing by the Company. You will cooperate with the Company in documenting such resignation(s) and will promptly complete and return to the Company all documents reasonably specified by the Company for such purpose.

(b) **Rights Upon Termination.** Except in accordance with the Policy, upon the termination of your Employment, you shall only be entitled to the compensation and benefits earned and the reimbursements described in this Agreement for the period preceding the effective date of the termination.

5. **Pre-Employment Conditions.**

(a) **Confidentiality Agreement.** Your acceptance of this Agreement and commencement of Employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Employee Invention Assignment and Confidentiality Agreement, a copy of which is Attachment B of this Agreement for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

(b) **Arbitration Terms**. Your acceptance of this Agreement and commencement of Employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Arbitration Agreement, a copy of

which is attached as Attachment C of this Agreement for your review and execution (the "Arbitration Agreement") at the time you execute this Agreement.

(c) **Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your Start Date, or our Employment relationship with you may be terminated.

(d) **Verification of Information**. This offer of Employment is also contingent upon the successful verification of the information you provided to the Company during your application process, as well as a comprehensive background check performed by the Company to confirm your suitability for Employment as CFO. By accepting this offer of Employment, you warrant that all information provided by you is true and correct to the best of your knowledge, you agree to execute any and all documentation necessary for the Company to conduct a background check and you expressly release the Company from any claim or cause of action arising out of the Company's verification of such information.

6. **Successors.**

(a) **Company's Successors.** This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business or assets that becomes bound by this Agreement.

(b) **Your Successors.** None of your rights to receive any compensation and benefits under this Agreement may be assigned or transferred except (following your death) by will or the laws of descent and distribution.

7. **Miscellaneous Provisions.**

(a) **Notice.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, or when sent by a prominent U.S.-based delivery service with proof of delivery or signature of receipt. In your case, written notices shall be addressed to you at the home address that you most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is approved by the Board and agreed to in writing and signed by you and by an authorized officer of the Company or Board member (in any case, other than you). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) **Whole Agreement.** This Agreement, the Policy, the Participation Terms, the Confidentiality Agreement, the Arbitration Agreement, and the Equity Agreements contain

the entire understanding of the parties with respect to the subject matter hereof, and they supersede all prior negotiations, representations or agreements between you and the Company, except as specifically noted herein. This Agreement may be modified only in a written document approved by the Board and signed by you and by an authorized officer or director of the Company (other than you). The provisions of this Agreement shall survive the termination of Executive's Employment for any reason to the extent necessary to enable the parties to enforce their respective rights under this Agreement.

(d) **Withholding Taxes.** All payments and benefits under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law. The Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities.

(e) **Section 409A.** The Company intends for all payments and benefits under this Agreement to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and any guidance promulgated thereunder ("Section 409A") so that you will not be subject to an additional tax under Section 409A on any payments or benefits under this Agreement, and any ambiguities or ambiguous terms herein will be interpreted to so comply or be exempt. To the extent necessary to comply with or be exempt from Section 409A, references to the termination of your Employment or similar phrases will mean your "separation from service" within the meaning of Section 409A. In no event will you have discretion to determine the taxable year in which you receive any payments or benefits. Notwithstanding the foregoing, all or a portion of the severance payments and/or benefits will be delayed until the date that is six (6) months and one (1) day following your termination of Employment if and to the extent necessary to avoid subjecting you to an additional tax under Section 409A on any such benefits. Each benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Any benefit payable upon a termination of Employment, to the extent necessary to comply with or be exempt from Section 409A, will not be paid or otherwise provided until you have a "separation from service" within the meaning of Section 409A. You and the Company agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions that are necessary, appropriate or desirable to avoid subjecting you to an additional tax or income recognition under Section 409A prior to actual payment of any payments and benefits under this Agreement, as applicable. In no event will the Company have any obligation to reimburse or indemnify you or hold you harmless for any taxes imposed or other costs incurred in connection with Section 409A.

(f) **Compensation Recoupment.** All amounts payable to you as described or referenced in this Agreement will be subject to recoupment pursuant to the Company's current compensation clawback or recoupment policy (if any) and any additional compensation clawback or recoupment policy or amendments to the current policy adopted by the Board or as required by law that applies on substantially the same terms to all other U.S.-based executive officers of the Company (except as required by statute or regulation). No recovery of compensation under such a clawback or recoupment policy will be an event giving rise to a right to resign for "Good Reason" (or similar concept) or constitute a termination without "Cause" under this Agreement.

(g) **Choice of Law and Severability.** This Agreement shall be interpreted in accordance with the laws of the State of California without giving effect to California's provisions governing the choice of law. If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is rendered illegal by any present or future statute, law, ordinance or regulation (collectively, the "Law") then that provision shall be curtailed or limited only to the minimum extent necessary to bring the provision into compliance with the Law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.

(h) **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time, other than as provided in Section 6(b). The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

(i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

We are all delighted to be able to extend you this offer and look forward to working with you. To accept the Company's offer, please sign and date this Agreement in the space provided below and return it to me, along with a signed and dated original copy of the Participation Agreement, the Confidentiality Agreement and Arbitration Agreement, on or before 8 p.m. Pacific time on May 15, 2023.

Very truly yours,

LYFT, INC.

By: /s/ John David Risher

Name: John David Risher

Title: Chief Executive Officer

ACCEPTED AND AGREED:

Erin Brewer

/s/ Erin Brewer

May 15, 2023

Attachment A: Executive Change in Control and Severance Plan & Participation Agreement

Attachment B: Confidentiality Agreement

Attachment C: Arbitration Agreement

ATTACHMENT A

EXECUTIVE CHANGE IN CONTROL AND SEVERANCE PLAN & PARTICIPATION AGREEMENT

(See Attached)

LYFT, INC.

EXECUTIVE CHANGE IN CONTROL AND SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

1. **Introduction**. The purpose of this Lyft, Inc. Executive Change in Control and Severance Plan is to provide assurances of specified benefits to certain employees of the Company whose employment is subject to being involuntarily terminated other than for death, Disability, or Cause or voluntarily terminated for Good Reason under the circumstances described in the Plan (as defined below). This Plan is an "employee welfare benefit plan," as defined in Section 3(1) of ERISA. This document constitutes both the written instrument under which the Plan is maintained and the required summary plan description for the Plan.

2. **Important Terms**. The following words and phrases, when the initial letter of the term is capitalized, will have the meanings set forth in this Section 2, unless a different meaning is plainly required by the context:

2.1 "**Administrator**" means the Company, acting through the Compensation Committee or another duly constituted committee of members of the Board, or any person to whom the Administrator has delegated any authority or responsibility with respect to the Plan pursuant to Section 11, but only to the extent of such delegation.

2.2 "**Board**" means the Board of Directors of the Company.

2.3 "**Cause**" means, with respect to a Participant:

(a) any willful, material violation by the Participant of any law or

regulation applicable to the business of the Company;

(b) the Participant's conviction for, or plea of no contest to, a felony or a

crime involving moral turpitude;

(c) commission of an act of personal dishonesty that is intended to

result in the substantial personal enrichment of the Participant (excluding inadvertent acts that are promptly cured following notice);

(d) a continued material failure or failures by the Participant to perform

the Participant's lawful and reasonable duties of employment (including, but not limited to, compliance with material written policies of the Company and material written agreements with the Company), which violations are demonstrably willful and deliberate on the Participant's part (but only after the Company has delivered a written demand for performance to the Participant that describes the basis for the Company's belief that the Participant has committed material violations and the Participant has not cured within a period of 15 days following notice);

(e) a Participant's willful failure (other than due to physical incapacity)

to reasonably cooperate with any audit or investigation by a governmental authority or the Company of the Company's business or financial conditions or practices that continues after written notice from the Board and at least fifteen (15) days to cure;

(f) any other willful misconduct or gross negligence by the Participant

that is materially injurious to the financial condition or business reputation of the Company;

(g) a material breach of any of the Participant's fiduciary duties to the

Company;

(h) Participant's failure to reasonably cooperate in any audit or

investigation of the business or financial practices of the Company; or

(i) Participant substantially abusing alcohol, drugs, or similar

substances, or Participant engaging in other conduct or activities, provided that such abuse or engagement results or is reasonably likely to result in negative publicity or public disrespect, contempt or ridicule of the Company or Participant that the Company reasonably believes will have a demonstrably injurious effect on the Company's reputation or business or Participant's ability to perform Participant's duties, but excluding conduct or activities undertaken in good faith by Participant in the ordinary course of Participant performing Participant's duties with the Company.

2.4 "**Change in Control**" means the occurrence of any of the following events:

(a) Change in Ownership of the Company. A change in the ownership of the Company that occurs on the date that any one person, or more than one person acting as a group ("Person") acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, (i) the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control and (ii) any acquisition of additional stock by the Founders and/or their Permitted Entities (each as defined in the Company's certificate of incorporation, as amended from time to time (the "COI")) as a result of a Permitted Transfer (as defined in the COI) or from the Company in a transaction or issuance (including pursuant to Equity Awards) approved by the Board or a committee thereof, that results in such parties owning more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of fifty percent (50%) or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event shall not be considered a Change in Control under this subsection (a). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of

one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities. For the avoidance of doubt, increases in the percentage of total voting power owned by the Founders and/or their Permitted Entities resulting solely from a decrease in the number of shares of stock of the Company outstanding shall not constitute an acquisition that creates a Change in Control under this subsection (a); or

(b) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Exchange Act, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period with individuals whose appointment or election to the Board is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (b), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(c) Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (c), the following will not constitute a change in the ownership of a substantial portion of the Company's assets:

(i) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (ii) a transfer of assets by the Company to: (A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (B) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (C) a Person, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the Company, or (iv) an entity, at least fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (c)(ii)(C). For purposes of this subsection (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2.4, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its primary purpose is to change the jurisdiction of the Company's incorporation, or (ii) its primary purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

2.5 "**Change in Control Period**" means the time period beginning on the date that is 3 months prior to a Change in Control and ending on the date that is 12 months following a Change in Control.

2.6 "**Code**" means the Internal Revenue Code of 1986, as amended.

2.7 "**Company**" means Lyft, Inc., a Delaware corporation, and any successor that assumes the obligations of the Company under the Plan, by way of merger, acquisition, consolidation or other transaction.

2.8 "**Compensation Committee**" means the Compensation Committee of the Board.

2.9 "**Director**" means a member of the Board who is not an employee of the Company. Directors are not eligible for Severance Benefits.

2.10 "**Disability**" shall mean, with respect to a Participant, "Disability" as defined in the Company's long-term disability plan or policy then in effect with respect to that Participant, as such plan or policy may be in effect from time to time, and, if there is no such plan or policy, a total and permanent disability as defined in Code Section 22(e)(3).

2.11 "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

2.12 "**Equity Awards**" means a Participant's outstanding stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, performance stock units and any other Company equity compensation awards.

2.13 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

2.14 "**Good Reason**" shall mean the occurrence of one or more of the following (through a single action or series of actions) without the Participant's written consent:

(a) (A) outside of a Change in Control Period, the assignment to the Participant of any duties or responsibilities that are inconsistent with the Participant's education and professional experience, and (B) during a Change in Control Period, the assignment to the Participant of any authority, duties or responsibilities or the reduction of the Participant's authority, duties or responsibilities, either of which results in a material diminution in the Participant's authority, duties or responsibilities at the Company as in effect immediately prior to the Change in Control Period, unless Participant is provided with a comparable position (i.e., a position of equal or greater organizational level, duties, authority and status);

(b) a material reduction by the Company in the Participant’s annual base salary (or, following a Change in Control, annual base salary or target annual bonus) other than a one-time reduction of 15% or less that is applicable to substantially all other similarly-situated executives;

(c) during a Change in Control Period, a non-temporary relocation of the Participant’s principal work location office to a location that increases the Participant’s one way commute from the Participant’s principal residence by more than 50 miles as compared to the principal location at which the Participant performs duties as of immediately prior to the beginning of the Change in Control Period; or

(d) a material breach by the Company of any material written agreement with the Participant.

An event or action will not constitute Good Reason unless (1) the Participant gives the Company written notice within 60 days after the Participant knows or should know of the initial existence of such event or action, (2) such event or action is not reversed, remedied or cured, as the case may be, by the Company as soon as possible but in no event later than 30 days of receiving such written notice from the Participant, and (3) the Participant terminates employment within 60 days following the end of the cure period.

2.15 “**Involuntary Termination**” shall mean (a) a Participant terminates his or her employment with the Company (or any parent or subsidiary of the Company) for Good Reason, or (b) the Company (or any parent or subsidiary of the Company) terminates the Participant’s employment for a reason other than Cause, the Participant’s death or Disability.

2.16 “**Participant**” means an employee of the Company or of any subsidiary of the Company who (a) has been designated by the Administrator to participate in the Plan either by position or by name and (b) has timely and properly executed and delivered a Participation Agreement to the Company. Participants serving as the Company’s Chief Executive Officer or President are referred to herein as a “**Level 1 Participant**” and Participants serving as other than the Company’s Chief Executive Officer or President are referred to herein as a “**Level 2 Participant**.”

2.17 “**Participation Agreement**” means the individual agreement (as will be provided in separate cover as Appendix A) provided by the Administrator to a Participant under the Plan, which has been signed and accepted by the Participant.

2.18 “**Plan**” means the Lyft, Inc. Executive Change in Control and Severance Plan, as set forth in this document, and as hereafter amended from time to time.

2.19 “**Section 409A Limit**” means 2 times the lesser of: (i) the Participant’s annualized compensation based upon the annual rate of pay paid to the Participant during the Participant’s taxable year preceding the Participant’s taxable year of the Participant’s termination of employment as determined under, and with such

adjustments as are set forth in, Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Participant's employment is terminated.

2.20 "**Severance Benefits**" means the compensation and other benefits that the Participant will be provided in the circumstances described in Section 4.

3. **Eligibility for Severance Benefits**. A Participant is eligible for Severance Benefits, as described in Section 4, only if he or she experiences an Involuntary Termination. A Director is not eligible for Severance Benefits.

4. **Involuntary Termination**. Upon an Involuntary Termination, then, subject to the Participant's compliance with Section 6, the Participant will be eligible to receive the following Severance Benefits as described in Participant's Participation Agreement, subject to the terms and conditions of the Plan and the Participant's Participation Agreement:

4.1 **Cash Severance Benefits**. Severance equal to the amount set forth in the Participant's Participation Agreement and payable in cash in a lump sum in accordance with the terms and conditions of this Plan, including without limitation Section 7 hereof.

4.2 **Continued Medical Benefits**. If the Participant, and any spouse and/or dependents of the Participant ("**Family Members**") has or have coverage on the date of the Participant's Involuntary Termination under a group health plan sponsored by the Company, the total applicable premium cost for continued group health plan coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") during the period of time following the Participant's employment termination, as set forth in the Participant's Participation Agreement, regardless of whether the Participant elects COBRA continuation coverage for Participant and his Family Members (the "**COBRA Severance**"). The COBRA Severance will be paid in a lump sum payment equal to the monthly COBRA premium (on an after-tax basis) that the Participant would be required to pay to continue the group health coverage in effect on the date of the Participant's termination of employment (which amount will be based on the premium for the first month of COBRA coverage), multiplied by the number of months in the period of time set forth in the Participant's Participation Agreement following the termination. Furthermore, for any Participant who, due to non-U.S. local law considerations, is covered by a health plan that is not subject to COBRA, the Company may (in its discretion) instead provide cash or continued coverage in a manner intended to replicate the benefits of this Section 4.2 and to comply with applicable local law considerations.

4.3 **Equity Award Vesting Acceleration Benefit.** If and to the extent specifically provided in the Participant's Participation Agreement, all or a portion of Participant's Equity Awards will vest and, to the extent applicable, become immediately exercisable.

5. **Limitation on Payments.** In the event that the severance and other benefits provided for in this Plan or otherwise payable to a Participant (i) constitute “parachute payments” within the meaning of Section 280G of the Code (“**280G Payments**”), and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the 280G Payments will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Participant on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in the 280G Payments is necessary so that no portion of such benefits are subject to the Excise Tax, reduction will occur in the following order: (i) cancellation of awards granted “contingent on a change in ownership or control” (within the meaning of Code Section 280G); (ii) a pro rata reduction of (A) cash payments that are subject to Section 409A as deferred compensation and (B) cash payments not subject to Section 409A of the Code; (iii) a pro rata reduction of (A) employee benefits that are subject to Section 409A as deferred compensation and (B) employee benefits not subject to Section 409A; and (iv) a pro rata cancellation of (A) accelerated vesting equity awards that are subject to Section 409A as deferred compensation and (B) equity awards not subject to Section 409A. In the event that acceleration of vesting of equity awards is to be cancelled, such acceleration of vesting will be cancelled in the reverse order of the date of grant of a Participant’s equity awards.

Unless Participant and the Company otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company’s independent public accountants immediately prior to the Change in Control or such other person or entity to which the parties mutually agree (the “**Firm**”), whose determination will be conclusive and binding upon Participant and the Company. For purposes of making the calculations required by this Section 5 the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Participant and the Company will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 5.

The Company will bear all costs the Firm may incur in connection with any calculations contemplated by this Section 5.

6. **Conditions to Receipt of Severance.**

6.1 **Release Agreement**. As a condition to receiving the Severance Benefits, each Participant will be required to sign and not revoke a separation and release of claims agreement in a form reasonably satisfactory to the Company (the “**Release**”). In all cases, the Release must become effective and irrevocable no later than the 60th day following the Participant’s Involuntary Termination (the “**Release**

Deadline Date"). If the Release does not become effective and irrevocable by the Release Deadline Date, the Participant will forfeit any right to the Severance Benefits. In no event will the Severance Benefits be paid or provided until the Release becomes effective and irrevocable.

6.2 **Confidential Information**. A Participant's receipt of Severance Benefits will be subject to the Participant continuing to comply with the terms of any employee invention assignment and confidentiality agreement and such other appropriate agreement between the Participant and the Company.

6.3 **Non-Solicitation**. As a condition to receiving Severance Benefits under this Plan, the Participant agrees that the Participant will not solicit any employee of the Company or any of its subsidiaries for employment other than at the Company or any of its subsidiaries for twelve (12) months following his or her termination.

6.4 **Non-Disparagement**. As a condition to receiving Severance Benefits under this Plan during the Participant's employment with the Company and for twelve (12) months following his or her termination, the Participant will not knowingly and materially disparage, libel, slander, or otherwise make any materially derogatory statements regarding the Company or any of its officers or directors. Notwithstanding the foregoing, nothing contained in the Plan will be deemed to restrict the Participant from providing information to any governmental, administrative, judicial, legislative, or regulatory agency or body (or in any way limit the content of any such information) to the extent the Participant is required to provide such information pursuant to a subpoena, or upon written request from an administrative agency or the legislature, or as otherwise required by applicable law or regulation, or in accordance with any governmental investigation or audit relating to the Company. Similarly, nothing in this Plan is intended to limit a Participant's rights as an employee to discuss the terms, wages, and working conditions of Participant's employment, including any rights a Participant may have under Section 7 of the National Labor Relations Act, nor to deny a Participant the right to disclose information pertaining to sexual harassment or any unlawful or potentially unlawful conduct, as protected by applicable law.

6.5 **Other Requirements**. Severance Benefits under this Plan shall terminate immediately for a Participant if such Participant, at any time, violates any such agreement and/or the provisions of this Section 6.

7. **Timing of Severance Benefits**. Provided that the Release becomes effective and irrevocable by the Release Deadline Date and subject to Section 9, the Severance Benefits will be paid, or in the case of installments, will commence, on the first Company payroll date following the Release Deadline Date (such payment date, the "**Severance Start Date**"), and any Severance Benefits otherwise payable to the Participant during the period immediately following the Participant's termination of employment with the Company through the Severance Start Date will be paid in a lump sum to the Participant on the Severance Start Date, with any remaining payments to be made as provided in this Plan and the Participant's Participation Agreement.

8. **Exclusive Benefit.** Unless otherwise provided for by the Administrator in a Participant's Participation Agreement, the benefits, if any, provided under this Plan will be the exclusive benefits for a Participant related to his or her termination of employment with the Company and/or a change in control of the Company and will supersede and replace any severance and/or change in control benefits set forth in any offer letter, employment or severance agreement and/or other agreement between the Participant and the Company, including any equity award agreement. For the avoidance of doubt, if a Participant was otherwise eligible to participate in any other Company severance and/or change in control plan (whether or not subject to ERISA), then participation in this Plan will supersede and replace eligibility in such other plan. Notwithstanding the foregoing, any provision in a Participant's existing offer letter, employment agreement, and/or equity award agreement with the Company that provides for vesting of Participant's restricted stock units upon a "Liquidity Event" (as defined in the letter and/or agreement) or such other similar term as set forth therein, or vesting of a Participant's equity awards upon a failure by an acquirer to assume the equity awards, will not be superseded by the Plan or the Participation Agreement, and will continue in full force and effect pursuant to its existing terms.

9. **Section 409A.**

9.1 Notwithstanding anything to the contrary in this Plan, no Severance Benefits to be paid or provided to a Participant, if any, under this Plan that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A of the Code, and the final regulations and any guidance promulgated thereunder ("**Section 409A**") (together, the "**Deferred Payments**") will be paid or provided until the Participant has a "separation from service" within the meaning of Section 409A. Similarly, no Severance Benefits payable to a Participant, if any, under this Plan that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until the Participant has a "separation from service" within the meaning of Section 409A.

9.2 It is intended that none of the Severance Benefits will constitute Deferred Payments but rather will be exempt from Section 409A as a payment that would fall within the "short-term deferral period" as described in Section 9.3 below or resulting from an involuntary separation from service as described in Section 9.4 below. In no event will a Participant have discretion to determine the taxable year of payment of any Deferred Payment.

9.3 Notwithstanding anything to the contrary in this Plan, if a Participant is a "specified employee" within the meaning of Section 409A at the time of the Participant's separation from service (other than due to death), then the Deferred Payments, if any, that are payable within the first 6 months following the Participant's separation from service, will become payable on the date 6 months and 1 day following the date of the Participant's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of the Participant's death following the Participant's separation from service, but before the 6

month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of the Participant's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Plan is intended to constitute a separate payment under Section 1.409A-2(b)(2) of the Treasury Regulations.

9.4 Any amount paid under this Plan that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of this Section 9.

9.5 Any amount paid under this Plan that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A- 1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Payments for purposes of this Section 9.

9.6 The foregoing provisions are intended to comply with or be exempt from the requirements of Section 409A so that none of the Severance Benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be exempt. Notwithstanding anything to the contrary in the Plan, including but not limited to Sections 11 and 13, the Company reserves the right to amend the Plan as it deems necessary or advisable, in its sole discretion and without the consent of the Participants, to comply with Section 409A or to avoid income recognition under Section 409A prior to the actual payment of Severance Benefits or imposition of any additional tax. In no event will the Company reimburse a Participant for any taxes or other costs that may be imposed on the Participant as result of Section 409A.

10. **Withholdings.** The Company will withhold from any Severance Benefits all applicable U.S. federal, state, local and non-U.S. taxes required to be withheld and any other required payroll deductions.

11. **Administration.** The Company is the administrator of the Plan (within the meaning of section 3(16)(A) of ERISA). The Plan will be administered and interpreted by the Administrator (in his or her sole discretion). The Administrator is the "named fiduciary" of the Plan for purposes of ERISA and will be subject to the fiduciary standards of ERISA when acting in such capacity. Any decision made or other action taken by the Administrator with respect to the Plan, and any interpretation by the Administrator of any term or condition of the Plan, or any related document, will be conclusive and binding on all persons and be given the maximum possible deference allowed by law. In accordance with Section 2.1, the Administrator (a) may, in its sole discretion and on such terms and conditions as it may provide, delegate in writing to one or more officers of the Company all or any portion of its authority or responsibility with respect to the Plan, and (b) has the authority to act for the Company (in a non- fiduciary capacity) as to any matter pertaining to the Plan; *provided, however,* that any Plan amendment or termination or any other action that reasonably could be expected to increase materially the cost of the Plan must be approved by the Board.

12. **Eligibility to Participate.** To the extent that the Administrator has delegated administrative authority or responsibility to one or more officers of the Company in accordance with Sections 2.1 and 11, each such officer will not be excluded from participating in the Plan if otherwise eligible, but he or she is not entitled to act upon or make determinations regarding any matters pertaining specifically to his or her own benefit or eligibility under the Plan. The Administrator will act upon and make determinations regarding any matters pertaining specifically to the benefit or eligibility of each such officer under the Plan.

13. **Amendment or Termination.** The Company, by action of the Administrator, reserves the right to amend or terminate the Plan, any Participation Agreement issued pursuant to the Plan, or the benefits provided hereunder at any time, subject to the provisions of this Section 13. Any amendment or termination of the Plan will be in writing. Any amendment to the Plan that (1) causes an individual or group of individuals to cease to be a Participant, or (2) reduces or alters to the detriment of the Participant the Severance Benefits potentially payable to the Participant (including, without limitation, imposing additional conditions or modifying the timing of payment) (an amendment described in clause (1) and/or clause (2) being an "adverse amendment or termination"), will be effective only if it is approved by the Company and communicated to the affected individual(s) in writing more than 18 months before the effective date of the adverse amendment or termination. Once a Participant has incurred an Involuntary Termination, no amendment or termination of the Plan may, without that Participant's written consent, reduce or alter to the detriment of the Participant, the Severance Benefits payable to the Participant. In addition and notwithstanding the preceding, beginning on the date that a Change in Control occurs, the Company may not, without a Participant's written consent, amend or terminate the Plan in any way, nor take any other action under the Plan, which (i) prevents that Participant from becoming eligible for Severance Benefits, or (ii) reduces or alters to the detriment of the Participant the Severance Benefits payable, or potentially payable, to the Participant (including, without limitation, imposing additional conditions). The preceding sentence shall not apply to any amendment that otherwise both (x) would take effect before a Change in Control, and (y) meets the requirements of this Section 13 without regard to the preceding sentence. Any action of the Company in amending or terminating the Plan will be taken in a non-fiduciary capacity.

14. **Claims and Appeals.**

14.1 **Claims Procedure**. Any employee or other person who believes he or she is entitled to any Severance Benefits may submit a claim in writing to the Administrator within 90 days of the earlier of (i) the date the claimant learned the amount of his or her Severance Benefits or (ii) the date the claimant learned that he or she will not be entitled to any Severance Benefits. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice also will describe any additional information needed to support the claim and the Plan's procedures for appealing the denial. The denial notice will be provided within 90

days after the claim is received. If special circumstances require an extension of time (up to 90 days), written notice of the extension will be given within the initial 90 day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision on the claim.

14.2 **Appeal Procedure**. If the claimant's claim is denied, the claimant (or his or her authorized representative) may apply in writing to the Administrator for a review of the decision denying the claim. Review must be requested within 60 days following the date the claimant received the written notice of their claim denial or else the claimant loses the right to review. The claimant (or representative) then has the right to review and obtain copies of all documents and other information relevant to the claim, upon request and at no charge, and to submit issues and comments in writing. The Administrator will provide written notice of its decision on review within 60 days after it receives a review request. If additional time (up to 60 days) is needed to review the request, the claimant (or representative) will be given written notice of the reason for the delay. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice also will include a statement that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim and a statement regarding the claimant's right to bring an action under Section 502(a) of ERISA.

15. **Attorneys' Fees**. The parties shall each bear their own expenses, legal fees and other fees incurred in connection with this Plan.

16. **Source of Payments**. All payments under the Plan will be paid from the general funds of the Company; no separate fund will be established under the Plan, and the Plan will have no assets. No right of any person to receive any payment under the Plan will be any greater than the right of any other general unsecured creditor of the Company.

17. **Inalienability**. In no event may any current or former employee of the Company or any of its subsidiaries or affiliates sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution or other legal process.

18. **No Enlargement of Employment Rights**. Neither the establishment or maintenance or amendment of the Plan, nor the making of any benefit payment hereunder, will be construed to confer upon any individual any right to continue to be an employee of the Company. The Plan in no way alters Participant's at will employment arrangement with Company and Company expressly reserves the right to discharge any of its employees, including Participant, at any time, with or without cause. However, as described in the Plan, a Participant may be entitled to Severance Benefits depending upon the circumstances of his or her termination of employment.

19. **Successors**. Any successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or other transaction) will assume the obligations under the Plan and agree expressly to perform the obligations under the Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under the Plan, the term "Company" will include any successor to the Company's business and/or assets which become bound by the terms of the Plan by operation of law, or otherwise.

20. **Applicable Law**. The provisions of the Plan will be construed, administered and enforced in accordance with ERISA and, to the extent applicable, the internal substantive laws of the state of California (but not its conflict of laws provisions).

21. **Severability**. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

22. **Headings**. Headings in this Plan document are for purposes of reference only and will not limit or otherwise affect the meaning hereof.

23. **Indemnification**. The Company hereby agrees to indemnify and hold harmless the officers and employees of the Company, and the members of its Board, from all losses, claims, costs or other liabilities arising from their acts or omissions in connection with the administration, amendment or termination of the Plan, to the maximum extent permitted by applicable law. This indemnity will cover all such liabilities, including judgments, settlements and costs of defense. The Company will provide this indemnity from its own funds to the extent that insurance does not cover such liabilities. This indemnity is in addition to and not in lieu of any other indemnity provided to such person by the Company.

24. **Additional Information.**

Plan Name: Lyft, Inc. Executive Change in Control and
Severance Plan

Plan Sponsor: Lyft, Inc.
185 Berry Street, Suite 400
San Francisco, California 94107
(844) 250-2773

Identification Numbers: **EIN:** 20-8809830
PLAN: 502

Plan Year: Company's fiscal year

Plan Administrator: Lyft, Inc.

Attention: Administrator of the Lyft, Inc.
Executive Change in Control and Severance
Plan
185 Berry Street, Suite 400
San Francisco, California 94107
(844) 250-2773

Agent for Service of Legal Process: Lyft, Inc.
Attention: General Counsel
185 Berry Street, Suite 400
San Francisco, California 94107
(844) 250-2773
Service of process also may be made upon the Administrator.

Type of Plan Severance Plan/Employee Welfare Benefit Plan

Plan Costs The cost of the Plan is paid by the Company.

25. **Statement of ERISA Rights.**

As a Participant under the Plan, you have certain rights and protections under ERISA:

(a) You may examine (without charge) all Plan documents, including any amendments and copies of all documents filed with the U.S. Department of Labor. These documents are available for your review upon written request to the Administrator.

(b) You may obtain copies of all Plan documents and other Plan information upon written request to the Administrator. A reasonable charge may be made for such copies.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan (called “fiduciaries”) have a duty to do so prudently and in the interests of you and the other Participants. No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA. If your claim for a severance benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the denial of your claim reviewed. (The claim review procedure is explained in Section 14 above.)

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request materials and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and to pay you up to $110 a day until you receive the materials, unless the materials were not sent due to reasons beyond the control of the Administrator. If you have a claim which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

In any case, the court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

If you have any questions regarding the Plan, please contact the Administrator. If you have any questions about this statement or about your rights under ERISA, you may contact the nearest area office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue,

N.W. Washington, D.C. 20210. You also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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<u>Appendix A</u>

Lyft, Inc. Executive Change in Control and Severance Plan

Participation Agreement

Lyft, Inc. (the "**Company**") is pleased to inform you, Erin Brewer, that you have been selected to participate in the Company's Executive Change in Control and Severance Plan (the "**Plan**") as a Participant.

A copy of the Plan was delivered to you with this Participation Agreement. Your participation in the Plan is subject to all of the terms and conditions of the Plan. The capitalized terms used but not defined herein will have the meanings ascribed to them in the Plan.

In order to actually become a participant in the Plan, you must complete and sign this Participation Agreement and return it to the Company no later than May 15, 2023.

The Plan describes in detail certain circumstances under which you may become eligible for Severance Benefits. As described more fully in the Plan, you may become eligible for certain Severance Benefits if you experience an Involuntary Termination.

1. **Involuntary Termination Outside of Change in Control Period.** Upon your Involuntary Termination occurring outside of the Change in Control Period, subject to the terms and conditions of the Plan, you will receive:

a. **Cash Severance Benefits.**

i. *Base Salary*. A lump-sum payment equal to 6 months of your annual base salary as in effect immediately prior to your Involuntary Termination (less applicable withholding taxes).

ii. *Pro-Rated Target Bonus*. A lump-sum payment equal to (A) your annual target bonus for the fiscal year in which your Involuntary Termination occurs multiplied by (B) a fraction, the numerator of which is the number of days between (and including) the start of the year in which your Involuntary Termination occurs and the date of your Involuntary Termination and the denominator of which is 365 (less applicable withholding taxes).

iii. *Signing Bonus.* A lump-sum payment equal to any portion of the signing bonus (the "**Signing Bonus**") payable to you pursuant to the offer letter entered into between you and the Company, dated May 15, 2023 (the "**Offer Letter**"), which has not yet been paid to you as of the date of your Involuntary Termination (less applicable withholding taxes). For the avoidance of doubt, in the event of your Involuntary Termination, you will not be required to repay to the Company any portion of the Signing Bonus under the terms of the Offer Letter.

b. **Continued Medical Benefits.** A lump-sum payment equal to the cost of continued health coverage under COBRA, as described in Section 4.2 of the Plan, for a

period of 6 months following the date of your Involuntary Termination (less applicable withholding taxes).

2. **Involuntary Termination Within Change in Control Period.** Upon your Involuntary Termination occurring within the Change in Control Period, subject to the terms and conditions of the Plan, you will receive:

a. **Cash Severance Benefits.**

(i) *Base Salary*. A lump-sum payment equal to 12 months of your annual base salary as in effect immediately prior to your Involuntary Termination (less applicable withholding taxes).

(ii) *Pro-Rated Target Bonus*. A lump-sum payment equal to (A) your annual target bonus for the fiscal year in which your Involuntary Termination occurs multiplied by (B) a fraction, the numerator of which is the number of days between (and including) the start of the year in which your Involuntary Termination occurs and the date of your Involuntary Termination and the denominator of which is 365 (less applicable withholding taxes).

(iii) *Signing Bonus.* A lump-sum payment equal to any portion of Signing Bonus, which has not yet been paid to you as of the date of your Involuntary Termination (less applicable withholding taxes). For the avoidance of doubt, in the event of your Involuntary Termination, you will not be required to repay to the Company any portion of the Signing Bonus under the terms of the Offer Letter.

b. **COBRA Severance**. A lump-sum payment equal to the cost of continued health coverage under COBRA, as described in Section 4.2 of the Plan, for a period of 12 months following the date of your Involuntary Termination (less applicable withholding taxes).

c. **Equity Award Vesting Acceleration**. 100% of your then-outstanding and unvested Equity Awards will become vested in full and, to the extent applicable, become immediately exercisable (it being understood that forfeiture of any equity awards due to termination of employment will be tolled to the extent necessary to implement this section (c)). If, however, an outstanding Equity Award is to vest and/or the amount of the award to vest is to be determined based on the achievement of performance criteria, then the Equity Award will vest as to 100% of the amount of the Equity Award assuming the performance criteria had been achieved at target levels for the relevant performance period(s), other than with respect to the award granted to you pursuant to the Offer Letter, which will be treated as provided in the applicable award agreement. For clarity, any performance-based Equity Award or portion thereof (other than any stock option or stock appreciation right award) that vests pursuant to the immediately preceding sentence will be paid in accordance with the award agreement governing the terms of such Equity Award.

3. **Non-Duplication of Payment or Benefits**: If (a) your Involuntary Termination occurs prior to a Change in Control that qualifies you for Severance Benefits under Section 1 of this Participation Agreement and (b) a Change in Control

occurs within the 3-month period following your Involuntary Termination that qualifies you for the superior Severance Benefits under Section 2 of this Participation Agreement, then (i) you will cease receiving any further payments or benefits under Section 1 of this Participation Agreement and (ii) the Cash Severance Benefits, Continued Medical Benefits, and Equity Award Vesting Acceleration, as applicable, otherwise payable under Section 2 of this Participation Agreement each will be offset by the corresponding payments or benefits you already received under Section 1 of this Participation Agreement in connection your Involuntary Termination. In order to receive any Severance Benefits for which you otherwise become eligible under the Plan, you must sign and deliver to the Company the Release, which must have become effective and irrevocable within the requisite period, and otherwise comply with the requirements under Section 6 of the Plan.

4. **Exclusive Benefit.** In accordance with Section 8 of the Plan, the benefits, if any, provided under this Plan will be the exclusive benefits for a Participant related to his or her termination of employment with the Company and/or a change in control of the Company and will supersede and replace any severance and/or change in control benefits set forth in any offer letter, employment or severance agreement and/or other agreement between the Participant and the Company, including any equity award agreement. For the avoidance of doubt, if a Participant was otherwise eligible to participate in any other Company severance and/or change in control plan (whether or not subject to ERISA), then participation in this Plan will supersede and replace eligibility in such other plan. Notwithstanding the foregoing, any provision in your existing offer letter, employment agreement, and/or equity award agreement with the Company that provides for vesting of your restricted stock units upon a “Liquidity Event” (as defined in the letter and/or agreement), or such other similar term as set forth therein, will not be superseded by the Plan or the Participation Agreement, and will continue in full force and effect pursuant to its existing terms.

By your signature below, you and the Company agree that your participation in the Plan is governed by this Participation Agreement and the provisions of the Plan. Your signature below confirms that: (1) you have received a copy of the Executive Change in Control and Severance Plan and Summary Plan Description; (2) you have carefully read this Participation Agreement and the Executive Change in Control and Severance Plan and Summary Plan Description and you acknowledge and agree to its terms, including, but not limited to, Section 8 of the Executive Change in Control and Severance Plan and Summary Plan Description; (3) decisions and determinations by the Administrator under the Plan will be final and binding on you and your successors.

[Signature page follows]

LYFT, INC. **PARTICIPANT**

Signature /s/ John David Risher Signature /s/ Erin Brewer

John David Risher

Name Date May 15, 2023

Chief Executive Officer

Title

Attachment: Lyft, Inc. Executive Change in Control and Severance Plan and Summary Plan Description

[Signature page to the Participation Agreement]

ATTACHMENT B

CONFIDENTIALITY AGREEMENT

(See Attached)

EMPLOYEE INVENTION ASSIGNMENT AND

CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of my employment with Lyft, Inc., a Delaware corporation (the "***Company***"), my access to the Company's relationships and confidential information described herein, and other good and valuable consideration, I hereby represent to, and agree with, the Company as follows:

1. **Purpose of Agreement**. I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its "***Confidential Information***" (as defined in Section 8 below), its rights in "***Inventions***" (as defined in Section 3 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "***Agreement***") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Inventions Retained and Licensed**. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively, "***Prior Inventions***"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate, or permit to be incorporated, into a Company product, process or service a Prior Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

3. **Disclosure of Inventions**. I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, computer software programs, databases, and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets (the "***Inventions***").

4. **Work for Hire; Assignment of Inventions**. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and other applicable law and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or actual or demonstrably anticipated research and development (the "***Assigned Inventions***"), are the sole and exclusive property of the Company. I do hereby assign, the Assigned Inventions to the Company.

5. **Labor Code Section 2870 Notice**. This is notice required by the states of California, Illinois, Kansas, Minnesota, and Washington, and any other such state requiring such

notice, notifying employees in such states that they are not obligated to assign to the Company any rights in any invention that the employee developed entirely on his or her own time without using the Company's equipment, supplies, facilities, material or trade secret information unless those inventions either (1) relate to the Company's business or actual or demonstrably anticipated research or development of the Company at the time the invention was made, or (2) result from any work performed by the employee for the Company. Specifically, I have been notified and understand that the provisions of Sections 4 and 6 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code and similar laws. Section 2870 states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (I) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

6. **Assignment of Other Rights**. In addition to the foregoing assignment of Assigned Inventions to the Company, I do hereby irrevocably transfer and assign, to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "***Moral Rights***" mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. **Assistance**. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company,

provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

8. **Confidential Information**. I understand that during my employment by the Company I will receive access to non-public information of a confidential or secret nature that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence, including, but not limited to, Assigned Inventions, trade secrets, marketing plans, market studies, product plans, business strategies, financial information, forecasts, personnel information, customer lists and data, domain names, information pertaining to the Company's methods of operation, business plans, and financial, business or technical information (the "***Confidential Information***"). I understand that Confidential Information does not include information regarding my own pay and benefits, information as to the terms and conditions of employment, or information that is deemed not confidential under Section 7 of the National Labor Relations Act, and that nothing in this Agreement will be construed as restricting my right to engage in legally protected activities under applicable law, including participating in lawful government investigations.

9. **Confidentiality**. I agree that my employment by the Company creates a relationship of confidence and trust with respect to any Confidential Information that may be disclosed to me by the Company or a third party in connection with my employment by the Company. Accordingly, at all times, both during my employment and after its termination, I will keep and hold all such Confidential Information in strict confidence and trust until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine. I will not use or disclose any Confidential Information without the prior written consent of the Company until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Notwithstanding the foregoing, I understand that this Agreement does not prevent me from revealing evidence of criminal wrongdoing or other violations of the law to law enforcement or any government agency, from divulging Confidential Information by order of court or agency of competent jurisdiction, or from making other disclosures that are protected under the provisions of applicable law or regulation.

10. **Return of Company Property**. Upon termination of my employment with the Company, I will immediately deliver to the Company all documents and materials of any nature pertaining to my work with the Company and all copies thereof in my possession, custody, or control, in all formats (whether tangible, electronic, or otherwise), and, upon Company request, I will execute a document confirming my agreement to honor my responsibilities contained in this Agreement. I will not take with me or retain any Company property, including any documents or materials or copies thereof containing any Confidential Information. Without limiting the foregoing, I further agree to provide the Company with access to any of my personal electronic devices, including computers and computer equipment, mobile devices, external storage devices, smart phones, tablets, and USB devices, that contain any Confidential Information or other

Company property in order to allow the Company to remove said property at time of termination. I agree that it is my express obligation to provide the Company with access to such personal electronic devices at my exit interview or before my last date of employment to accomplish the same.

11. **No Breach of Prior Agreement**. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

12. **Efforts; Duty of Loyalty**. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company time, information, equipment, supplies, facilities, materials, or other Company property in connection with my work for the other employment or business; (iii) interferes with my work schedule or the performance of my duties as an employee of the Company; or (iv) otherwise conflicts with the Company's business interest and causes a disruption of its operations. I further understand that if I violate this Agreement, including the restrictions in this Section 12, I will be subject to discipline, up to and including termination of employment.

I understand if I ever consider engaging in outside employment or work for an another business while still employed by the Company, but I am not sure if it complies with the rules and guidelines in this Agreement or other Company policies, I agree to contact the Company's Conflicts Committee, who will review my request and determine whether the outside employment or work complies with this Agreement and Company policies.

13. **Non-Solicitation of Employees/Consultants**. During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity. Notwithstanding the above, this provision is not intended to restrict communications addressed to the general public, such as advertising to fill open positions.

Additionally, the post termination restriction applies to employees who were employed during my employment with the Company.

14. **Non-Solicitation of Customers/Suppliers**. During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, I use or disclose any trade secrets of the Company. I agree that the non-public names and addresses of the Company's customers and suppliers, and all other confidential information related to them, including their buying and selling habits and special needs, created or obtained by me during my employment, constitute trade secrets or confidential information.

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15. **Notification**. I hereby authorize the Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder, as well as any alleged breaches under the Agreement.

16. **Obligation to Supply Information and Notify Third Parties To Ensure Protection of Company's Confidential Information.** In order to protect the Company's trade secrets and confidential information from improper use and disclosure, I agree to certain notification procedures. I shall notify my future employers of the terms of this Agreement and my responsibilities contained therein for a period of two years after my employment with the Company is terminated for any reason, as specified below. I agree that, prior to the commencement of any new employment, I shall: 1) provide the Company with the name and address of my new employer; 2) provide the Company with a general and public job description of my duties for the new employer; and 3) furnish my new employer with a copy of this Agreement.

17. **Certification and Exit Interview Requirement.** I agree that upon the Company's request at any time during my employment and for at least two years after my termination, I shall certify my compliance with this Agreement, by submitting to the Company, a statement under penalty of perjury, stating that I have fully complied and continue to comply with the restrictions contained in Agreement as applicable upon written request within 10 business days of such request. I also agree to make myself available for an exit interview with Company representative at the time of my departure from the Company.

18. **Name & Likeness Rights**. I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.

19. **Injunctive Relief**. I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

20. **Governing Law; Severability**. This Agreement will be governed by and construed in accordance with the laws of the state in which I resided at the time I executed this Agreement, without giving effect to its laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

21. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

22. **Entire Agreement**. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

23. **Amendment and Waivers**. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

24. **Successors and Assigns; Assignment**. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

25. **Third Party Beneficiaries**. I understand that this Agreement is intended to benefit each and every subsidiary, affiliate, or business unit of the Company and any successors or assigns of the Company and may be enforced by any such entity. I agree and intend to create a direct, consequential benefit to all such entities.

26. **Non-Impairment of Statutory and Common Law**. I understand and agree that nothing in this Agreement relieves me of any duties or obligations I have to the Company under statutory or common law, which include but are not limited to: fiduciary duties, the duty of loyalty, the duty not to tortiously interfere with business relationships, the duty not to engage in unfair competition, and the duty not to misappropriate any Company trade secrets. I further understand and agree that nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful. I further understand and agree that nothing in this Agreement is intended to limit or restrict rights under applicable law, such as engaging in protected activity under the National Labor Relations Act or other applicable law, including discussing wages, hours, or working conditions.

27. **Further Assurances**. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

28. **"At Will" Employment**. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I

understand that I am an “at will” employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or myself. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

29. **Notice of Immunity under the Defend Trade Secrets Act.** Employee acknowledges and agrees that the Company has provided Employee with written notice below that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, as follows:

(1) IMMUNITY. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that:

(A) is made

i. in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and

ii. solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual:

(A) files any document containing the trade secret under seal; and

(B) does not disclose the trade secret, except pursuant to court order.

30. **Effective Date of Agreement**. This Employee Invention Assignment and Confidentiality Agreement shall be effective as of the first day of my employment by the Company, which is July 10, 2023.

Lyft, Inc.:		**Employee:**
By:	/s/ John David Risher	/s/ Erin Brewer
Name:	John David Risher	Signature
Title	Chief Executive Officer	Erin Brewer
		Name (Please Print)

EXHIBIT A

Prior

Inventions

ATTACHMENT C

ARBITRATION AGREEMENT

(See Attached)

MUTUAL ARBITRATION AGREEMENT

1. **Disputes Subject To Arbitration**

Lyft and I hereby agree that any and all claims, disputes or controversies between Lyft and me that arise out of or are related in any way to my employment relationship with Lyft (except those excluded below) shall be resolved by final and binding arbitration. For purposes of this Mutual Arbitration Agreement (the "Arbitration Agreement"), references to Lyft shall include Lyft, Inc., and/or any entity affiliated with or related to Lyft, Inc. (including their owners, officers, directors, managers, employees, agents, fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them). This Arbitration Agreement is governed by the Federal Arbitration Act and survives after the Agreement terminates or my relationship with Lyft ends. **Any arbitration under the Arbitration Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Lyft and I further expressly waive the right to a jury trial, and Lyft and I agree that the arbitrator's award will be final and binding on both parties.**

This Arbitration Agreement is intended to be broadly interpreted. The types of disputes and claims covered by this Arbitration Agreement (referred to below as "Claims") include, but are not limited to disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law; claims related to salary, overtime, bonuses, vacation, paid time off, wages, meal and rest breaks, and any other form of compensation; claims for breach of contract, wrongful discharge, fraud, defamation, emotional distress, retaliation and breach of the implied covenant of good faith and fair dealing; and claims involving laws that prohibit discrimination and unlawful harassment based on any protected classification, including claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and any state employment statutes, such as the California Fair Employment & Housing Act, and the California Labor Code.

2. **Disputes Excluded From Arbitration**

This Arbitration Agreement does not cover claims for disability and medical benefits under workers' compensation laws or claims for unemployment benefits. Likewise, nothing in this Arbitration Agreement prohibits me from filing an administrative charge with the federal Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, the Office of Federal Contract Compliance Programs, the California Department of Fair Employment & Housing, or any other similar local, state, or federal agency, or from participating in any administrative agency investigation. Notwithstanding this Arbitration Provision, either Lyft or I may seek to obtain injunctive relief in court to avoid irreparable harm that might take place prior to the resolution of any arbitration.

3. **Class Action/Collective Action Waiver**

Lyft and I agree to bring any Claims in arbitration on an individual basis only, and not on a class or collective basis. Accordingly, neither I nor Lyft shall bring, nor shall the arbitrator preside over, any form of class or collective proceeding. In addition, unless all parties agree in writing otherwise, the arbitrator shall not consolidate or join the

arbitrations of more than one employee. Neither I nor Lyft may seek, nor may the arbitrator award, any relief that is not individualized to the claimant or that affects other employees.

Notwithstanding any other provision of this Arbitration Agreement, the scope, applicability, enforceability, revocability or validity of this section may be resolved only by a court of competent jurisdiction and not by an arbitrator. If a court decides that applicable law does not permit the enforcement of any of this section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

4. Representative PAGA Waiver

To the fullest extent permitted by law, Lyft and I (1) **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) agree that for any claim brought on a private attorney general basis, including under the California PAGA, **any such dispute shall be resolved in arbitration on an individual basis only** (*i.e*., to resolve whether I 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 Arbitration Agreement, the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a 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 Arbitration Provision; (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 Provision; and (iii) any such representative PAGA claims or other representative private attorneys general act claims must be litigated in a court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a court of competent jurisdiction because a court 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.

5. The Arbitration Process

Lyft and I agree that any dispute shall be addressed in the following manner: first, through good-faith negotiation between Lyft and me; second, through a voluntary mediation paid for by Lyft, if both parties agree to mediation, administered by a mediator approved by Lyft and me; and third, if still not

resolved, by final, binding and confidential arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Employment Arbitration Rules & Mediation Procedures then in effect. I understand that copies of these rules are available to me at https://www.adr.org and that Lyft will provide me with copies upon my request. I acknowledge that I had a full and fair opportunity to read and review these rules to the extent that I wished before accepting this Arbitration Agreement.

Lyft and I agree that the procedures outlined in this Arbitration Agreement will be the exclusive means of resolution for any Claims covered by this Arbitration Agreement, whether such disputes are initiated by Lyft or by me.

Lyft and I agree that the arbitration will take place in (1) San Francisco, California, (2) if I elect, in the county in which I was employed with the company at the time that the dispute arose, or (3) at another location agreed to by the parties or if the parties cannot agree, at a location designated by the arbitrator as a location convenient to both parties.

As part of the arbitration, both Lyft and I will have the opportunity for reasonable discovery ofnon-privileged information that is relevant to the Claim. The arbitrator, in his or her sole discretion, may permit any discovery necessary to allow either party to have a fair opportunity to pursue that party's claims and defenses.

6. <u>Paying For The Arbitration</u>

The AAA's rules will govern the amount and allocation of fees for the arbitration, subject to the provisions of this section. Lyft will pay any costs that are unique to the arbitration process, including fees for the arbitrator's time and use of an arbitration forum. I will pay any costs that I am required to pay under the AAA rules that would be imposed on me in a judicial forum, but in no event shall the AAA filing fee that I am responsible for paying exceed the filing fees that I would have paid if I had filed a complaint in a court of law having jurisdiction. I understand that I will be responsible for retaining my own attorney.

7. <u>The Arbitration Award</u>

The arbitrator shall have authority to award monetary damages and any and all other individualized remedies that would be available in court, and the arbitrator's decision of whether or not to award such damages and remedies shall be based on the statute or common law upon which the arbitrated claim(s) is/are based. The arbitrator shall have authority to award to the prevailing party reasonable costs and attorneys' fees incurred in either bringing or defending an action under this Agreement, to the extent such costs or fees would be recoverable under the law or statute giving rise to the claim(s) arbitrated.

The arbitrator will issue a written decision that memorializes the essential findings of fact and law and the conclusions upon which the arbitrator's decision and the award, if any, are based.

8. <u>The Arbitration Initiation Procedure</u>

To facilitate good-faith negotiations, I agree to send written notice to arbitrationnotice@lyft.com stating the nature of my claim in sufficient detail to advise Lyft of the nature of the dispute and the relief I request. I agree that I will provide Lyft with that notice at least 45 days before initiating any arbitration under this Arbitration Provision. Lyft agrees to do the same if it initiates any claim against me. I understand that the notice will be used to investigate the claim, so that Lyft and I can engage in good-faith negotiations to resolve it promptly.

9. <u>The Arbitration Agreement Opt-Out Procedure</u>

I acknowledge that I have the opportunity to opt out of this Arbitration Agreement. To do so, I must provide notice in writing to Lyft's Legal Department (by email to arbitrationnotice@lyft.com

or by postal mail to Legal Department, Attn: Employment Counsel; Lyft, Inc.; 185 Berry Street; Suite 5000, San Francisco, CA 94107) specifically stating that I do not wish to be bound by this Arbitration Agreement. I understand that such notice must be e-mailed or postmarked within thirty days (30 days) of my receipt of this Agreement in order to opt out. I understand that I will not be penalized in any manner for opting out of the Agreement.

10. Enforcement Of The Arbitration Agreement

This Arbitration Agreement is the full and complete agreement relating to the resolution of disputes between Lyft and me. In the event any portion of this Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable except as otherwise provided above.

****

My signature below indicates that I understand and agree to be legally bound by this Mutual Arbitration Agreement, including its waiver of jury trials and class, representative, and private attorney general actions.

Erin Brewer	/s/ Erin Brewer	May 15, 2023
Employee Name	Signature	Date
John David Risher	/s/ John David Risher	May 15, 2023
Lyft Representative Name	Signature	Date

Exhibit 10.3

CONFIDENTIAL SEPARATION AGREEMENT & GENERAL RELEASE

This Confidential Separation Agreement and General Release ("***Agreement***") is entered into by T. Ashwin Raj ("***Employee***"), and Lyft, Inc. (the "***Company***") (Employee and the Company each a "***Party***" and collectively, the "***Parties***") in connection with Employee's separation of employment from the Company. Employee and the Company acknowledge and agree as follows:

WHEREAS, Employee's employment with the Company will end on the Separation Date (as defined below) by way of voluntary resignation; and

WHEREAS, the Company and Employee desire to set forth the terms of Employee's separation and wish to resolve any and all claims that Employee may have against the Company and any of the Released Parties (as defined below);

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Separation of Employment**. Employee's employment with the Company will end on May 22, 2023 (the "***Separation Date***"), and Employee hereby resigns as Executive Vice President, Head of Rideshare of the Company and from any and all positions as an officer or director of any subsidiary of the Company. On and after the Separation Date, Employee shall no longer identify or hold themselves out as an employee of the Company and will not be authorized to bind or speak on behalf of the Company. For the avoidance of doubt, Employee's employment with the Company ends as of the Separation Date whether or not Employee executes this Agreement.

2. **Severance Benefits.** If and only if Employee timely signs and does not revoke this Agreement and complies with its terms, then as consideration, the adequacy of which Employee hereby acknowledges, the Company agrees that:

   a. Severance Pay: The Company will pay Employee a severance payment in the gross amount of $325,000 (lump sum payment equal to six (6) months of Employee's annual base salary), less lawful payroll deductions and withholdings ("***Cash Severance Payment")***, an amount to which Employee acknowledges Employee is not otherwise entitled.

   a. Continued Medical Benefit. The Company will pay Employee a lump sum cash payment in the gross amount of $15,966.18, less lawful payroll deductions and withholdings (the "***COBRA Severance Payment***"). The COBRA Severance Payment reflects the cost of continued health coverage under COBRA for a period of six (6) months. The COBRA Severance Payment will be paid at the same time as the Cash Severance Payment. For the avoidance of doubt, this payment is not conditioned on Employee electing COBRA continuation coverage.

(Cash Severance Payment and COBRA Severance Payment will be collectively referred to as "***Severance Benefits").*** The Company will make payment of the Severance Benefits in accordance with the payment timing requirements under the Company's Executive Change in Control and Severance Plan (the "Severance Plan") for which Employee signed a participation agreement on or about November 27, 2020. Employee and the Company agree that the Severance Benefits are the only payments and benefits that Employee is or will be owed under the Severance Plan, notwithstanding any subsequent change in control of the Company or other event. The Severance Benefits are subject to all of the terms of the Severance

Plan, including (but not limited to) the provisions related to Section 409A of the Internal Revenue Code. Employee and the Company agree that employee's termination of employment under this Agreement will be a "separation from service" under Section 409A. By Employee's signature below, Employee authorizes the Company to pay the Severance Benefits by direct deposit into Employee's bank account on file in the Company's records.

3. **Equity**. The Company previously granted Employee equity award(s) to purchase or receive shares of the Company's Class A common stock set forth on Schedule 1 that remain outstanding as of the date Employee was presented with this Agreement (collectively, "***Equity Awards***"), subject to the terms and conditions of the applicable Company equity plan and the award agreement evidencing such Equity Awards (collectively the "***Equity Documents***"). The parties acknowledge that the Equity Awards will be governed by the terms of the Equity Documents. Employee acknowledges and agrees that he remains subject to the Company's Insider Trading Policy. Employee agrees that he has no rights to the continued vesting of Company Equity Awards following the Separation Date other than as described in this Section 3 and Employee's Consulting Agreement dated May 22, 2023.

4. **Continuation of Health Benefits**.

(a) Employee will continue to receive Employee's current benefits, if any, under the Company-sponsored benefit plans, for the period through the last day of the month in which Employee's Separation Date occurs. Beginning on the Separation Date, Employee may be eligible to elect continuation coverage under the Company's group medical, dental, and vision insurance plans for Employee and their eligible dependents. Such eligibility and coverage will be governed exclusively by the continuation coverage provisions of the Company's group insurance plans (which may be amended from time to time) and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

(b) A "qualifying event" for purposes of COBRA coverage occurred on the Separation Date. The Company or its administrator will send Employee COBRA notification separate from this Agreement, but also hereby notifies Employee that instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options through the federal Health Insurance Marketplace, state exchange, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Employee understands that Employee should carefully consider whether COBRA continuation coverage is the best option for Employee. Employee will be solely responsible for continuing coverage through COBRA. If Employee signs up for COBRA continuation coverage, Employee will be limited in when Employee may switch to a Marketplace or exchange plan in the future depending on the plan's "special enrollment period." Employee will be solely responsible for paying any COBRA or other health premiums and administrative costs required to maintain insurance coverage, whether under the Company's group health plan for the COBRA period or any other health insurance plan.

5. **All Wages, Benefits and Expenses Paid in Full**. Employee acknowledges that all wages, vacation/PTO, benefits, overtime, meal and rest premiums, business expenses, bonuses, incentive pay and any other compensation, and any other amounts that might be owed to him by the Company were paid in full as of the Separation Date. Employee agrees that Employee has submitted, or will submit within 10 days of the Separation Date, any outstanding business expenses for reimbursement and such expenses will be handled pursuant to standard Company policy. Other than the obligations in Sections 2, 3 and 4, Employee acknowledges and agrees that the Company has no further financial obligations to Employee, and the Company shall make no further payments or contributions on Employee's behalf.

6. **Nonadmission of Liability**. Employee acknowledges that nothing in this Agreement, including the foregoing consideration, constitutes an admission of liability, express or implied, on the part of the Company with respect to any fact or matter which may be involved in Employee's employment with or separation of employment from the Company. Employee further acknowledges that the Company denies that it or any of its employees, officers, directors, and/or agents ever acted toward Employee in a manner that would constitute a violation of any constitutional, statutory or common law right, whether that right arises under state, federal or local law.

7. **General Release and Covenant Not to Sue**.

(a) Employee (for Employee's self and Employee's heirs, administrators, executors, agents and assigns) does hereby fully and forever release, waive, discharge and covenant not to sue the Company or any related or affiliated entity, or its or their respective current or former parent entities, officers, employees, directors, insurers, agents, attorneys, benefit plans, and assigns, and any predecessors or successors of the foregoing (collectively, the "***Released Parties***"), with respect to any and all claims, assertions of claims, debts, demands, actions, suits, expenses, attorneys' fees, costs, damages and/or liabilities of any nature, type and description, known or unknown, at law or in equity, arising out of any fact or matter in any way connected with Employee's employment with the Company, the separation thereof, or any other related matter arising before the effective date of this Agreement. This release shall include but is not limited to any rights or claims under federal, state or local law (whether arising from statute, executive order, regulation, code, or constitution, or other source), including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act (to the extent subject to a waiver of this sort), the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 ("***ADEA***"), the Americans with Disabilities Act, the National Labor Relations Act, the Family Medical Leave Act, the Genetic Information Nondiscrimination Act of 2008, the Occupational Safety and Health Act ("***OSHA***"), the Rehabilitation Act of 1973, the Workers Adjustment Retraining and Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the anti-retaliation provisions of the Corporate and Criminal Fraud Accountability Act of 2002 (also known as the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Report Consumer Protection Act), Cal-OSHA, the California Fair Employment & Housing Act, the California Labor Code, the California Government Code, the California Family Rights Act, the California Civil Code, the California Business & Professions Code, each as amended, rights to rehire and reemployment, and any and all common law claims, including claims sounding in tort or contract, claims for compensation, benefits, equity, or other remuneration or attorneys' fees, costs or disbursements, claims for physical or emotional distress or injuries, claims for discrimination, harassment, retaliation, failure to accommodate, violation of public policy, breach of express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation or misrepresentation, and any claims arising under any other duty or obligation of any kind or description, whether arising in law or equity, which can lawfully be released under federal, state, or local law. The foregoing is a non-exhaustive list, and this release is intended to cover all claims that may be lawfully waived by agreement, including those not specifically listed. The parties agree and acknowledge that the payments made pursuant to this Agreement are not related to sexual harassment.

(b) Covenant Not to Sue. Besides waiving rights and releasing claims encompassed by the General Release in Section 7(a) above, Employee promises not to bring a lawsuit or arbitration against the Company alleging any claim or violation of rights covered by that General Release. This Covenant Not to Sue is different from the General Release in that it is an affirmative promise by Employee, violation of which can result in a claim for damages by the Company against Employee. Details regarding exceptions

to this covenant and damages Employee must pay for violating it are contained in Sections 7(d) and 18 below.

(c) Waiver of Unknown Claims. This general and complete release covers both claims that Employee knows about and those that Employee may not know about and that exist in Employee's favor at the time of executing this Agreement. Employee understands and for valuable consideration hereby expressly agrees that in the event of any injury, loss, or damage sustained by Employee which is not now known or suspected, or in the event that the losses or damages now known or suspected have present or future consequences not now known or suspected, this Agreement shall nevertheless constitute a full and final release as to the Company, and that this Agreement shall apply to all such known or unsuspected injuries, losses, damages or consequences.

Employee understands and for valuable consideration hereby expressly waives all of the rights and benefits of Section 1542 of the California Civil Code, which section reads as follows:

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

Employee also understands and agrees that this is a "negotiated severance agreement" as that term is used under California law because it is voluntary, deliberate, and informed, provides consideration of value to Employee, and Employee has been given notice and an opportunity to retain an attorney or is represented by an attorney.

(d) Matters Not Waived. Notwithstanding anything in this Agreement to the contrary, Employee is not waiving, releasing or giving up any claim for workers' compensation benefits or unemployment benefits to which the Employee has an unwaivable right, vested pension or savings plan benefits, claims to enforce this Agreement, claims under sections 2800 to 2810 of the California Labor Code, and claims under other state statutes that may not be waived as a matter of law in an agreement of this type. Employee acknowledges, however, that Employee has no work-related injury or illness at the time of signing this Agreement for which Employee has not already filed a workers compensation claim. Nothing in any part of this Agreement limits or waives Employee's right to file a charge with an administrative agency, provide testimony or other information to an agency, or take part in any agency investigation; however, Employee is waiving Employee's right to recover any monetary or other relief in connection with such an investigation or charge filed by Employee or by any other individual, or a charge filed by the Equal Employment Opportunity Commission or any other federal, state or local agency. If Employee is awarded money damages as described in the previous sentence, Employee shall decline to accept any such monetary award. Notwithstanding the foregoing, this Agreement and the limitation on monetary recovery does not limit Employee's right to receive any statutory or otherwise authorized award for information provided to the Securities and Exchange Commission. Employee does not waive any rights or claims that arise after the effective date of this Agreement.

8. **Adequate Consideration**. Employee acknowledges that the consideration Employee is receiving under this Agreement, including but not limited to the Severance Benefits, constitutes a benefit to which Employee is not otherwise entitled under any policy, statute, law, or any agreement between the Company and Employee, and is adequate consideration for Employee's covenants and obligations under this Agreement, including the General Release.

9. **No Pending Litigation**. Employee hereby represents that there is no pending action filed (either by Employee or on Employee's behalf) in any court of law, in arbitration, or in any other legal forum against the Company or any of the Released Parties or any other person, entity or corporation in connection with Employee's employment with the Company.

10. **Property of Employer**. Employee represents that Employee has returned to the Company all property of the Company, including but not limited to any keys, access cards, passwords, or equipment belonging to the Company and documents, records, and data in paper or electronic format, as well as all copies of such materials. Employee also agrees to make a good-faith reasonable effort to delete all electronic copies of any such materials in Employee's possession (including on any personal device) following return of such electronic documents to the Company. Employee acknowledges and understands that such property, documents and materials are proprietary to the Company. In the event that Employee fails to return all such property, the Company's obligation under this Agreement shall cease, including the payment obligations described above.

11. **Reference Inquiries**. Employee should instruct any prospective employers to direct their reference inquiries to the Human Resources Department. In the event the Human Resources Department receives any inquiries from prospective employers, the Human Resources Department will respond by advising that the Company's policy is to provide information only as to service dates and positions held and by providing such information.

12. **Confidentiality Matters**.

(a) Confidential or Proprietary Information. Employee acknowledges that, by reason of Employee's employment, Employee had access to confidential, proprietary, and trade secret information (including customer lists not known to the public) of the Company, and that Employee understands Employee's obligations under the law and agrees not to disclose or divulge to any third party or otherwise use or allow to be used in any manner (whether for Employee's benefit, for the benefit of another individual or entity, or otherwise) any confidential, trade secret or proprietary information concerning the operations or business of the Company at any time following the Separation Date. These obligations shall not apply to information that (i) is now a part of public knowledge or literature or is generally known in the industry; or (ii) hereafter becomes a part of the public knowledge or generally known in the industry from a source other than Employee, either directly or indirectly. Moreover, nothing in this Agreement shall limit Employee's ability to report possible violations of law in confidence to the appropriate government agency or entity or make other disclosures protected under the whistleblower provisions of applicable federal or state law or regulation. Pursuant to the Defend Trade Secrets Act of 2016, Employee will not face civil or criminal liability for disclosing a trade secret: (1) to a government official or an attorney, if the disclosure is made in confidence and for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a document filed in a lawsuit or other proceeding, provided the document is filed under seal. In addition, if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose a trade secret to Employee's attorney and use the trade secret information in the court proceeding, provided the document containing the trade secret is filed under seal and Employee does not otherwise disclose the trade secret except pursuant to court order. The confidentiality and non-disclosure obligations in this paragraph are in addition to, and not in lieu of, Employee's obligations under the Employee Invention Assignment and Confidentiality Agreement that Employee signed on March 23, 2017 (the "Confidentiality Agreement"), and Employee will remain bound by the obligations under the Confidentiality Agreement, at all times in the future, even after the Separation Date.

(b) Confidentiality of Agreement. Employee acknowledges and agrees that the terms of this Agreement, to the extent they are not publicly disclosed by the Company are **ABSOLUTELY CONFIDENTIAL**. To the fullest extent permitted by law, the terms of this Agreement, unless previously publicly disclosed by the Company shall not, without the Company's prior written consent, be disclosed to any person, firm, organization or entity, including but not limited to any current or former employees of the Company. Except as provided in this paragraph, Employee shall not: (a) communicate or disclose in any way the amount of the Severance Benefits made by the Company; or (b) give any indication of the amount of the Severance Benefits. Employee may communicate the terms and conditions of this Agreement (1) to Employee's spouse/domestic partner; or (2) to Employee's attorney and those rendering financial or legal advice and having a bona fide need to know such terms and conditions; provided, however, Employee shall advise any such individuals beforehand of the existence of Employee's confidentiality obligations under this Agreement and their corresponding obligations to maintain the confidentiality of this Agreement. A breach of these obligations by Employee's spouse/domestic partner, attorney, advisor, or agents will be deemed a breach of this Agreement by Employee. Moreover, nothing in this Agreement shall preclude Employee from disclosing the terms and conditions of this Agreement to government agencies for tax purposes (i.e., the IRS and Franchise Tax Board); or if required by a valid court order, subpoena, or regulatory request or other compulsory process or law; provided, however, that Employee shall advise such agency or court of the confidential nature of this Agreement and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the subject matter disclosed. Further, the Company agrees that it will use its commercially reasonable best efforts to not publicly disclose any potential employment opportunity Employee may have prior to Employee or Employee's new employer/company announcing it, with the exception of required disclosures to the Company's Board of Directors or advisors, or required by law, under applicable confidentiality obligations.

(c) Breach of Confidentiality Provisions/Liquidated Damages. Employee agrees that if Employee, Employee's attorney, or Employee's accountant, financial advisor or spouse/domestic partner breaches the promise to maintain the confidentiality of this Agreement and the Severance Pay, then the resulting damage to the Company would be impracticable or extremely difficult to determine because of the uncertain effect of the disclosure of such information on the Company's present and future business prospects. Because of the difficulty of determining the damages resulting from any such breach of the confidentiality provisions of this Agreement, the parties agree that in the event of such a breach by Employee either directly by Employee or indirectly through Employee's spouse, attorney or agents, Employee shall be obligated to re-pay to the Company the sum of five thousand dollars ($5,000) as liquidated damages for each occurrence, which amount Employee agrees is reasonable. Nothing herein shall limit or restrict any other remedies available to the Company, at law or in equity, in the event of a breach or threatened breach by Employee of any obligations under this Agreement.

13. **Cooperation**. Following the Separation Date, Employee also agrees to cooperate with the Company in regard to the transition of the business matters handled by Employee on behalf of the Company. Employee agrees to reasonably cooperate with the Company and its counsel in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company, or in any investigation or review that may be performed by the Company or any governmental authority, which relate in any way to events or occurrences that transpired while Employee was employed by the Company or about which Employee may have knowledge. Employee's cooperation in connection with such claims, actions, or investigations will include, but not be limited to, being available to meet with the Company's counsel to prepare for discovery or any legal proceeding, executing documents, and providing truthful testimony as a witness on behalf of the Company at mutually convenient times. The Company will reimburse Employee for all reasonable, pre-approved out-of-pocket

costs and expenses (but not including attorneys' fees) that Employee incurs in connection with obligations under this paragraph.

14. **Non-Disparagement**. The Parties agree that they will not disparage, discredit or otherwise defame one another, including the Company or its officers, directors and employees, in any form, manner, or media, including but not limited to oral or written statements, social media, or any other form of electronic communication, or otherwise take any action which could reasonably be expected to adversely affect the personal or business reputation of the Parties. Nothing in this paragraph shall prevent the Parties from testifying truthfully in any valid judicial or government agency proceeding.

15. **Arbitration**. To the fullest extent permitted by law, the parties agree to resolve any disputes that they may have with each other regarding the validity, interpretation, applicability, or effect of this Agreement or any alleged violations of it, through final, binding, and confidential arbitration with JAMS, in accordance with JAMS employment law rules, available at https://www.jamsadr.com/rules-employment-arbitration/. The arbitration shall take place in San Francisco before a single experienced JAMS arbitrator licensed to practice law in California and mutually selected by the parties. The arbitrator may not modify or change this Agreement in any way. Unless otherwise required by law, all costs incidental to the arbitration, including the fees of the arbitrator, the costs of any record or transcript of the arbitration required to be purchased, and administrative and filing fees shall be paid in equal shares by Employee (one-half) and the Company (one-half) at such time as they become due. Each party shall bear its own attorneys fees and costs, unless otherwise required or allowed by law and awarded by the arbitrator, as provided for below. Any arbitration may be initiated by a written demand to the other party identifying all claims forming the basis of the demand in sufficient detail to inform the other party of the substance of the claims. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations. The arbitrator shall resolve all claims regarding the timeliness or propriety of the demand for arbitration. The parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. The parties expressly waive any entitlement to have such controversies decided by a court or a jury and agree to bring any arbitration on an individual basis only, and not on a class, collective, or representative basis. The party losing the arbitration shall reimburse the prevailing party for all arbitration costs and expenses that the prevailing party paid pursuant to the provision of this paragraph, as well as reasonable attorneys' fees.

16. **Older Workers' Benefit Protection Act**. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. Sec. 626(f) (the "***OWBPA***"). Employee is advised to consult with an attorney before executing this agreement.

(a) **Acknowledgments/Time to Consider**. Employee acknowledges and agrees that (i) Employee has read and understands the terms of this Agreement; (ii) by way of this Agreement, Employee has been advised in writing that Employee has a right to consult with an attorney of Employee's choosing before executing this Agreement; (iii) Employee has obtained and considered such legal counsel as Employee deems necessary or, by Employee's own choice, has elected not to consult legal counsel; (iv) Employee has been given twenty-one (21) days to consider whether or not to enter into this Agreement (although Employee may elect not to use the full 21-day period at Employee's option, and to sign and return this Agreement earlier, but not before the Separation Date) at Employee's option; and (v) by signing this Agreement, Employee acknowledges that Employee does so freely, knowingly, and voluntarily, without any coercion or undue influence from anyone.

(b) **Revocation/Effective Date**. If Employee timely signs this Agreement, Employee may revoke Employee's acceptance of this Agreement within seven (7) days after the date Employee signs it. Employee's revocation must be in writing to Lindsay Llewellyn, and received by Lyft on or before the seventh day after signing it in order to be effective. If Employee does not revoke acceptance within the seven (7) day period, Employee's acceptance of this Agreement shall become binding and enforceable on the eighth day after Employee signs the Agreement ("***Effective Date***"). If Employee fails to timely sign this Agreement or revokes this Agreement as provided for above, the Agreement shall have no force or effect and Employee shall have no right to the arrangements, payments, or benefits referenced above.

(c) **Preserved Rights of Employee**. This Agreement does not waive or release any rights or claims that Employee may have under the Age Discrimination Employment Act ("ADEA") that arise after the execution of this Agreement. In addition, this Agreement does not prohibit Employee from challenging the validity of this Agreement's waiver and release of claims under the ADEA.

17. **Use of Agreement**. Employee and the Company agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the Parties alleges a breach of this Agreement, notwithstanding the confidentiality provisions above; provided that if this Agreement is filed in a proceeding, it shall be filed under seal consistent with applicable court rules and any testimony regarding this Agreement shall be designated as confidential to the fullest extent permitted by law.

18. **Attorneys' Fees**. Employee and the Company agree that if any action is brought to enforce the terms, conditions and provisions of this Agreement (including but not limited to the mandatory arbitration provision), the prevailing party will be entitled to all reasonable costs and attorneys' fees incurred in enforcing any of the terms, conditions and provisions hereof, except with regard to a legal action challenging or seeking a determination in good faith of the validity of this Agreement's waiver under the ADEA.

19. **Captions**. The captions in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

20. **Counterparts/By Facsimile or Electronic Copy**. This Agreement may be executed in counterparts by facsimile copy or electronic copy, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

21. **Severability**. If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired thereby; provided that if the General Release above is held to be invalid, illegal, or unenforceable, then Employee agrees that Employee shall be required to enter into a new agreement containing an enforceable release of all legally waivable claims against the Company and that the Severance Pay, and any other consideration provided herein, will constitute sufficient consideration for such new agreement. If any terms or sections of this Agreement are determined to be unenforceable, they shall be modified so that the unenforceable term or section is enforceable to the greatest extent possible.

22. **Governing Law**. This Agreement will be interpreted in accordance with California law, without reference to its conflict of law principles, except that the FAA governs the interpretation and enforcement of the arbitration provision above.

23. **Entire Agreement; Amendment**. Except as expressly provided in this Agreement, this Agreement is the entire agreement between Employee and the Company regarding Employee's employment with and separation from the Company, and supersedes any prior oral or written agreements

or understandings, except that at all times in the future, Employee will remain bound by the Confidentiality Agreement and Equity Documents, in accordance with their terms. The Company and Employee acknowledge that they have entered into this Agreement without reliance on any representation, inducement, or promise that is not contained in this Agreement. Employee acknowledges that Employee has entered into this Agreement with the full intent of releasing all of Employee's claims against the Company and the Released Parties (to the fullest extent permitted by law), and Employee is fully aware of the legal and binding effect of this Agreement, including the General Release set forth herein. Employee also understands and agrees that this is a "negotiated severance agreement" as that term is used under California law because it is voluntary, deliberate, and informed, provides consideration of value to Employee, and Employee has been given notice and an opportunity to retain an attorney or is represented by an attorney. This Agreement may not be amended or modified, except with the written consent of the Parties. Employee agrees and acknowledges that the Company is not providing any tax advice in connection with this Agreement and Employee is solely responsible for Employee's tax consequences from this Agreement. The Company agrees and acknowledges that it has the obligations to collect and remit applicable payroll taxes from the payments under this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below.

PLEASE READ THIS AGREEMENT AND GENERAL RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

LYFT, INC.	**EMPLOYEE**
By: /s/ Alicia Zuiker	/s/ T. Ashwin Raj
Alicia Zuiker	T. Ashwin Raj
Chief People Officer	
Dated: May 22, 2023	Dated: May 22, 2023

<u>**SCHEDULE 1**</u>

Outstanding Equity Awards

<u>**Schedule 1**</u>

Equity Awards

RSUs

Grant Number	Grant Date	Plan Name	Grant Type	Total No. of Shares Granted	Shares Vested as of 5/21/23	Shares Scheduled to Vest as of 5/20/23	Shares Scheduled to Vest as of 8/20/23	Shares Scheduled to Vest as of 11/20/23	Shares Unvested as of 11/20/23
10461	4/6/2020	2019 Equity Incentive Plan	RSU	34,617	28,127	2.164	2,163	2,164	2,163
29080	3/22/2022	2019 Equity Incentive Plan	RSU	126,598	39,562	7,912	7,913	7,912	71,211
29081	3/22/2022	2019 Equity Incentive Plan	RSU	75,207	12,535	12,535	12,534	12,535	37,603
			Totals			**22,611**	**22,610**	**22,611**	**110,977**

CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”) is entered into by and between Lyft, Inc., a Delaware corporation (the “**Company**”) and T. Ashwin Raj (the “**Consultant**” and collectively with the Company, “**the Parties**”) effective as of May 22, 2023 (the “**Effective Date**”).

1. **Services.**

1.1 The Consultant will serve as a consultant to the Company and advise the Company’s management, employees and agents, at reasonable times, in matters related to Company’s actual and planned business, as requested by the Company for the duration of the Term (the “**Services**”). The Services shall include, but shall not be limited to:

(a) providing services to Lyft to ensure an orderly transition of Consultant’s former employment responsibilities to other Lyft employees, consultants, or agents;

(b) cooperating with the Company and its counsel in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate in any way to events or occurrences that transpired while Consultant was employed by the Company.

1.2 The Services will be provided to the Company’s Chief Executive Officer (“CEO”), and any of his delegees, as the CEO reasonably deems necessary.

1.3 The Services may be provided by Consultant, and consultation may be sought by the Company, at the Company’s offices, over email, video conference, or telephone, or another reasonable location or communication medium and at reasonable times (all as specified by the Company). Lyft acknowledges that Consultant may provide the Services while employed full-time by another company.

1.4 *For avoidance of doubt there will be no break in service for equity vesting purposes when Consultant terminates employment and immediately thereafter commences providing Services pursuant to this Agreement.*

2. **Compensation**.

2.1 As compensation for the Services during the Term (defined below), Consultant’s equity awards to receive shares of the Company’s Class A common stock set forth on Schedule 1 (collectively, the “**Equity Awards**”) will continue to vest and, to the extent applicable, remain exercisable subject to the terms and conditions of the applicable Company equity plan and the award agreements evidencing such Equity Awards (collectively, the “**Equity Documents**”). Any portion of an Equity Award that is scheduled to vest following the Contract Termination Date (as defined below) and any equity award held by Consultant that is not listed on Schedule 1 immediately will be forfeited to the Company on the Effective Date and at no cost to the Company, notwithstanding any contrary provision of the Equity Documents. All Equity Awards remain subject to the terms and conditions of the Equity Documents.

2.2 Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company in writing in advance by the Company's CEO..

3. **Term.** The "**Term**" will be such period that commences on the Effective Date and will terminate on November 30, 2023, unless earlier terminated pursuant to the terms hereof, or unless extended by agreement of the parties hereto (whichever date applies being the "**Contract Termination Date**"). On or immediately following the Contract Termination Date, Consultant will promptly deliver to the Company all company property and documents and other materials of any nature furnished by the Company to the Consultant or produced by the Consultant in connection with the services rendered hereunder, together with all copies of any of the foregoing pertaining to the Services or pertaining to any Confidential Information. Termination of this Agreement under this Section 3 shall not affect the Consultant's continuing obligations to the Company under Section 7 below.

4. **Termination.**

4.1 Breach. Either party may terminate this Agreement in the event of a material breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice.

4.2 Expiration. Unless terminated earlier, this Agreement will expire at the end of the Term.

4.3 No Election of Remedies. The election by the Company to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

5. **Conflicts of Interest**.

5.1 The Consultant will not disclose to the Company any information that the Consultant is obligated to keep secret pursuant to an existing confidentiality agreement with a third party, and nothing in this Agreement will impose any obligation on the Consultant to the contrary.

5.2 The Consultant shall not use the funding, resources, facilities or time properly devoted to any third party to perform consulting work hereunder and shall not perform the Services hereunder in any manner that would give any third party rights to any intellectual property or other products of such consulting work.

5.3 The Consultant has disclosed all conflicts of interest with the Company as of the date hereof on **Exhibit A** hereto, and, during the Term, will disclose to the CEO or the General Counsel of the Company any future conflicts that arise between this Agreement and any other agreements entered by the Consultant.

6. **Non-Competition / Non-Solicitation.**

6.1 The Consultant agrees that during the consultancy period, he shall not, anywhere in the world, do business, as an employee, independent contractor, consultant or otherwise, and shall not directly or indirectly participate in or accept any position, proposal or job offer with the following companies or any of their parent companies or subsidiaries: Waymo LLC; Cruise LLC; Uber Technologies, Inc., Aurora Innovation, Inc., Zoox (Amazon, Inc.) and Via Transportation, Inc.

6.2 In addition, Consultant agrees that during the consultancy period and for six months after its conclusion, he agrees not to approach, solicit or recruit any employee of the Company or any consultant, service provider, agent, distributor, customer or supplier of the Company, to terminate, reduce or modify the scope of such person's engagement with the Company.

7. **Confidentiality**.

7.1 The Consultant acknowledges that, during the course of performing the Services hereunder, the Company may disclose information to the Consultant (including information acquired from third parties which is subject to confidentiality obligations) and that Consultant may have access to information related to the Company's products, services, customers and other business partners, personnel, business plans, and finances, as well as other proprietary or commercially valuable information which the Company does not make generally available to the public (collectively "**Confidential Information**").

7.2 The Consultant agrees that the Confidential Information will be used by the Consultant only in connection with consulting activities hereunder.

7.3 The Consultant agrees not to disclose, directly or indirectly, the Confidential Information to any third person or entity, other than representatives or agents of the Company.

7.4 The term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than by disclosure in violation of this Agreement, (ii) was within the Consultant's possession prior to being furnished to the Consultant by the Company, as shown by written records, (iii) becomes available to the Consultant on a non-confidential basis without breach of any confidentiality obligation to the Company, or (iv) was independently developed by Consultant without reference to the information provided by the Company, as shown by written records.

7.5 The Consultant may disclose any Confidential Information that is required to be disclosed by law, government regulation or court order. If disclosure is required, the Consultant will give the Company advance notice so that the Company may seek a protective order or take other action reasonable in light of the circumstances.

7.6 Upon termination of this Agreement, the Consultant will promptly return to the Company all materials in Consultant's possession containing Confidential Information, as well as data, records, reports and other property, furnished by the Company to the Consultant or produced by the Consultant in connection with services rendered hereunder, together with all copies in Consultant's possession of any of the foregoing. Notwithstanding such return, the Consultant shall continue to be bound by the terms of the confidentiality provisions contained in this Section 7 for a period of three years after the termination of this Agreement.

8. **Arbitration**.

8.1 Agreement to Arbitrate. In exchange for the benefits of the speedy, economical, and impartial dispute resolution procedure of arbitration, Consultant and the Company mutually forego their right to resolution of disputes in a court of law by a judge or jury, and, as set forth herein, agree to arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

8.2 Disputes Covered by Arbitration. Consultant and the Company agree that any and all claims, disputes or controversies between Consultant and the Company arising out of or relating in any way to this Agreement (including its enforcement, breach, performance, interpretation, validity, or termination), including any claims arising out of or related in any way to Consultant's relationship with or Services for the Company and/or its affiliates, shall be submitted to final and binding arbitration to the fullest extent allowed by law. This arbitration obligation shall apply to any and all claims, causes of action, in law or equity of any nature whatsoever, whether arising in contract, tort or statute, between Consultant and the Company and/or their affiliated entities (including their owners, directors, managers, employees, agents, and officers), unless the particular dispute or claim is expressly exempted from arbitration. **By agreeing to this dispute resolution and arbitration agreement, Consultant and the Company expressly waive the right to sue in court and have a jury or judge decide their claim, dispute, or controversy.**

8.3 Delegation of Arbitrability. Consultant and the Company expressly delegate to the arbitrator the authority to determine the arbitrability of any dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

8.4 Disputes Not Covered by Arbitration. This arbitration provision does not include: (1) a claim for workers' compensation benefits; (2) a claim for unemployment compensation benefits; or (3) a claim under the National Labor Relations Act ("NLRA"), as amended. In addition, in lieu of arbitration of any dispute covered by this arbitration provision, Consultant or the Company may bring any such dispute in small claims court in their individual, as opposed to a class or representative capacity.

8.5 Class Action Waiver. **Except as otherwise required under applicable law, both Consultant and the Company agree that each may bring any and all claims against the other only in an individual capacity, and not as a named-plaintiff or class member in any purported class or representative proceeding.** However, the waiver of representative claims shall not apply to any claim brought under California's Private Attorney General Act ("PAGA"), if applicable. Consultant and the Company further agree that, in the event that the agreement to not bring claims on a class or representative basis is deemed unenforceable in state or federal court proceedings, then their individual claims shall be resolved first by arbitration, with any class or representative claims stayed pending the outcome of the arbitration.

8.6 Statutes of Limitations, Scope of Remedies, Discovery, and Substantive Law. Statutes of limitations, scope of remedies, and substantive law (including any requirement for prior exhaustion of administrative agency relief) shall be the same as would be applicable were any action to be brought in court and shall not be limited by the fact that any dispute is subject to arbitration. As part of the arbitration, both Consultant and the Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to their dispute. Notwithstanding any other provision in this agreement with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act.

8.7 Administration of Arbitration. The arbitration shall be administered by the American Arbitration Association (the "AAA") before one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the parties or AAA, then by one arbitrator having reasonable experience in matters of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in the county in which Consultant was working with the Company at the time that the dispute arose, or any other jurisdiction mutually agreed upon by Consultant and the Company. The arbitration shall be conducted in accordance with the AAA Consumer Arbitration Rules then in effect, which rules can be found at www.adr.org, or which can be obtained by calling the AAA at 1-800-778-7879, or which will be provided by the Company upon request. However, the arbitrator shall have the discretion to decide to apply the AAA Employment Rules, or the AAA Commercial Rules, where a dispute is more appropriately arbitrated under those rules. The arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The arbitrator shall have the power to decide any motions brought by any party to the arbitration. Judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.

8.8 Arbitration Costs. To the extent required by law, the Company shall pay for any administrative or hearing fees charged by AAA. Subject to the foregoing limitation, to the extent permitted by the AAA rules, Consultant shall pay any filing fees associated with any arbitration that Consultant initiates, unless Consultant qualifies for fee waivers or other forms of cost relief at the discretion of the arbitrator, but in no event shall Consultant's AAA filing fee exceed the filing fees that Consultant would have paid if Consultant had filed a complaint in a court of law having jurisdiction.

8.9 Optional Pre-Arbitration Negotiation Process. Before initiating any arbitration or proceeding, Consultant and the Company may agree to first attempt to negotiate any dispute, claim, or controversy between the parties informally for at least thirty (30) days. A party who intends to seek negotiation under this subsection must first send to the other a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) 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 impeachment, in arbitration or any 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.

8.10 Severability. If any provision of this arbitration agreement or the application of such provision to any person or circumstance is held invalid, illegal or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality or unenforceability. If such a narrower construction is not possible, then that provision will, to the extent of such invalidity, illegality or unenforceability, be severed, and the remainder of this arbitration agreement will not be affected thereby.

9. **Ownership.**

9.1 Consultant agrees that all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

9.2 Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

9.3 Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Invention, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of any Invention, to object to or prevent the modification or destruction of any Invention, to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

9.4 Subject to Section 8.1 above, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

9.5 Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company pursuant to this Section 9, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

10. **No Conflict.** The Consultant represents that neither the execution of this Agreement nor the performance of the Consultant's obligations under this Agreement will result in a violation or breach of any other agreement by which the Consultant is bound. The Company represents that this Agreement has been duly authorized and executed and is a valid and legally binding obligation of the Company, subject to no conflicting agreements.

11. **Limitation of Liability**. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Notices.** Any notice provided under this Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered personally or by courier service, (ii) one day after sending when sent by private express mail service (such as Federal Express), or (iii) three days after sending when sent by U.S. registered or certified mail (return receipt requested) to the address set forth on the signature page hereof or to other such address as may have been designated by the Company or the Consultant by notice to the other given as provided herein.

13. **Independent Contractor.** The Consultant will at all times be an independent contractor for the Term of the Contract, and as such will not have authority to bind the Company. The Consultant will not act as an agent nor shall he be deemed to be an employee of the Company for the purposes of any employee benefit program or policy, unemployment benefits, or otherwise. For example, but not by way of limitation, the Consultant shall have no right to receive a personal computer, electronic device, business cards, stationary, an email address, or any other benefit of Company employment. The Consultant shall not enter into any agreements nor incur any obligations on behalf of the Company.

14. **Assignment.** Due to the personal nature of the Services to be rendered by the Consultant, the Consultant may not assign this Agreement. The Company may assign all rights and liabilities under this Agreement to a subsidiary or an affiliate or to a successor to all or a substantial part of its business and assets without the consent of the Consultant. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon each of the heirs, assigns and successors of the respective parties.

15. **Severability.** If any provision of this Agreement is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

16. **Remedies.** The Consultant acknowledges that the Company would have no adequate remedy at law to enforce Section 7 hereof. In the event of a violation by the Consultant of such Section, the Company shall have the right to obtain injunctive or other similar relief, as well as any other relevant damages, without the requirement of posting bond or other similar measures.

17. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed in California. Federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The parties consent to personal jurisdiction of the federal and state courts within California and service of process being effected by registered mail sent to the addresses above.

18. **Entire Agreement; Amendment.** This Agreement and the Equity Documents (except as amended herein), represent the entire understanding of the parties, supersedes all prior agreements between the parties relating to this Consulting Agreement and the Services to be provided hereunder, and may only be amended in writing.

[*Signature page immediately follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY: CONSULTANT:

LYFT, INC. T. Ashwin Raj

By: /s/ Alicia Zuiker Signature: /s/ T. Ashwin Raj

Name: Alicia Zuiker

Title: Chief People Officer

Schedule 1

Equity Awards

RSUs

Grant Number	Grant Date	Plan Name	Grant Type	Total No. of Shares Granted	Shares Vested as of 5/21/23	Shares Scheduled to Vest as of 5/20/23	Shares Scheduled to Vest as of 8/20/23	Shares Scheduled to Vest as of 11/20/23	Shares Unvested as of 11/20/23
10461	4/6/2020	2019 Equity Incentive Plan	RSU	34,617	28,127	2.164	2,163	2,164	2,163
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29081	3/22/2022	2019 Equity Incentive Plan	RSU	75,207	12,535	12,535	12,534	12,535	37,603
			Totals			**22,611**	**22,610**	**22,611**	**110,977**

Exhibit A

In accordance with Section 5.3, the Parties acknowledge that the Consultant may be engaged in the following that may conflict with his work under this Agreement:

Title	Organization	Term of Position

Consultant agrees that, if the Term of this Agreement, their role(s) as listed above requires their involvement in circumstances that pose an actual or potential conflict of interest, they will recuse themself from the decision making process and take no part in the discussion or the vote involving the actual or potential conflict of interest. Further, Consultant agrees to inform Lindsay Llewellyn of any actual or potential conflict that Consultant becomes aware of during the Term of this Agreement. Failure to recuse or inform as outlined in this Exhibit A will render Consultant in breach of this Agreement.

Signature: /s/ T. Ashwin Raj

Date: May 22, 2023

Exhibit 1

SUPPLEMENTAL RELEASE AGREEMENT

This Supplemental Release Agreement ("Supplemental Release") is made by and between T. Ashwin Raj ("Consultant") and Lyft, Inc. (the "Company").

1. In consideration for the consideration set forth in Sections 2.1 and 2.2 of the Consulting Agreement to which this Supplemental Release is appended, plus the sum of $200 that Consultant acknowledges was paid to Consultant on or within 30 days prior to the date of Consultant's signature below, Consultant hereby extends Consultant's release and waiver of claims to any claims that may have arisen between the Effective Date (as defined in the Confidential Separation Agreement and General Release between the Company and Consultant (the "Release Agreement")) and the Supplemental Release Effective Date (as defined below). This Supplemental Release also acknowledges and confirms all the promises contained in the Agreement as of the Supplemental Release Effective Date.

2. This Supplemental Release is intended to comply with the Older Workers' Benefit Protection Act (OWBPA). Consultant acknowledges that he has carefully read and fully understands the provisions of this Supplemental Release. He understands that he is releasing any and all claims that might be available to the Consultant under the Age Discrimination in Employment Act (ADEA). He is not releasing claims under the ADEA that may arise after signing of this Supplemental Release. He has the right to, and should, consult with an attorney before signing this Supplemental Release. He has twenty-one (21) days to consider it and consult with an attorney, although he may waive this 21-day consideration period. He also agrees that any modifications, material or otherwise, made to this Supplemental Release do not restart or affect or extend in any manner the 21-day consideration period. If he chooses to sign this document, he has seven (7) days to change his mind and revoke the agreement. If he chooses to revoke the Supplemental Release, he must deliver by written notice by certified mail, return receipt requested, or email, delivery confirmation requested to Lindsay Llewellyn at Lyft, Inc. within seven (7) days after signing. He also understands that payments to which he may become entitled by signing this Supplemental Release will not be paid until after the seven (7) days during which he may revoke the Supplemental Release. The Consultant acknowledges and agrees that he is signing the Supplemental Release voluntarily and without any other promises or agreements from the Company. If he does not revoke acceptance within the seven (7) day period, his acceptance of this Supplemental Release shall become binding and enforceable on the eighth day ("Supplemental Release Effective Date").

[continued next page]

3. This also confirms that the Consultant is signing this Supplemental Release freely and voluntarily, without any threat or coercion of any kind. This Supplemental Release will be interpreted in accordance with California law.

/s/ T. Ashwin Raj Date: May 22, 2023

T. Ashwin Raj

/s/ Alicia Zuiker Date: May 22, 2023

Alicia Zuiker, Chief People Officer

CONFIDENTIAL SEPARATION AGREEMENT & GENERAL RELEASE

This Confidential Separation Agreement and General Release ("***Agreement***") is entered into by Elaine Paul ("***Employee***"), and Lyft, Inc. (the "***Company***") (Employee and the Company each a "***Party***" and collectively, the "***Parties***") in connection with Employee's separation of employment from the Company. Employee and the Company acknowledge and agree as follows:

WHEREAS, Employee's employment with the Company will end on the Separation Date (as defined below) by way of voluntary resignation; and

WHEREAS, the Company and Employee desire to set forth the terms of Employee's separation and wish to resolve any and all claims that Employee may have against the Company and any of the Released Parties (as defined below);

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **SEPARATION OF EMPLOYMENT**. Employee's employment with the Company will end on May 19, 2023 (or, if applicable, another date mutually agreed between Employee and the Company, with the actual employment end date in all cases being the "***Separation Date***"), and Employee hereby resigns as Chief Financial Officer and from any and all positions as an officer or director of the Company and any subsidiary or affiliate of the Company as of the Separation Date. On and after the Separation Date, Employee shall no longer identify or hold themselves out as an employee of the Company (or of any subsidiary or affiliate) and will not be authorized to bind or speak on behalf of the Company. For the avoidance of doubt, Employee's employment with the Company ends as of the Separation Date whether or not Employee executes this Agreement. Employee acknowledges and agrees that this Agreement is a negotiated severance agreement for which consideration does not constitute, in whole or in part, a bonus, raise, or employment.

2. **Severance Benefits.** If and only if Employee timely signs and does not revoke this Agreement and complies with its terms, then as consideration, the adequacy of which Employee hereby acknowledges, the Company agrees that:

   a. Severance Pay: The Company will pay Employee a severance payment in the gross amount of $325,000, less lawful payroll deductions and withholdings ("***Cash Severance Payment")***, an amount to which Employee acknowledges Employee is not otherwise entitled.

   b. Continued Medical Benefit. The Company will pay Employee a lump sum cash payment in the gross amount of $15,966.18, less lawful payroll deductions and withholdings (the "***COBRA Severance Payment***"). The COBRA Severance Payment reflects the cost of continued health coverage under COBRA (as defined below) for a period of six (6) months. The COBRA Severance Payment will be paid at the same time as the Cash Severance Payment. For the avoidance of doubt, this payment is not conditioned on Employee electing COBRA continuation coverage.

The Cash Severance Payment and COBRA Severance Payment will be collectively referred to as "***Severance Benefits***". The Company will make payment of the Severance Benefits in accordance with the payment timing requirements under the Company's Executive Change in Control and Severance Plan (the "***Severance Plan***") for which Employee signed a participation agreement on or about November 26, 2021. Employee and the Company agree that the Severance Benefits are the only payments and benefits that Employee is or will be owed under the Severance Plan, notwithstanding any subsequent change in control of the Company or other event. The Severance Benefits are subject to all of the terms of the Severance Plan, including (but not limited to) the provisions related to Section 409A of the Internal

Revenue Code. Employee and the Company agree that employee's termination of employment under this Agreement will be a "separation from service" under Section 409A. By Employee's signature below, Employee authorizes the Company to pay the Severance Benefits by direct deposit into Employee's bank account on file in the Company's records.

3. **Equity**. The Company previously granted Employee equity award(s) to purchase or receive shares of the Company's Class A common stock set forth on Schedule 1 that remain outstanding as of the date Employee was presented with this Agreement (collectively, "***Equity Awards***"), subject to the terms and conditions of the applicable Company equity plan and the award agreement evidencing such Equity Awards (collectively the "***Equity Documents***"). The parties acknowledge that the Equity Awards will be governed by the terms of the Equity Documents. Employee acknowledges and agrees that she remains subject to the Company's Insider Trading Policy through the Separation Date and, if later, through the end of any trading blackout period in effect on the Separation Date. After the Separation Date, the Company will use commercially reasonable efforts to avoid providing employee with material non-public information regarding the Company and Employee will use commercially reasonable efforts to avoid acquiring or receiving material non-public information regarding the Company. Employee agrees that Employee's compliance with the securities laws are Employee's sole responsibility. Employee agrees that she has no rights to the continued vesting of Company Equity Awards following the Separation Date other than as described in this Section 3 and Employee's Consulting Agreement dated May 19, 2023.

4. **Continuation of Health Benefits**.

(a) Employee will continue to receive Employee's current benefits, if any, under the Company- sponsored benefit plans, for the period through the last day of the month in which Employee's Separation Date occurs. Beginning on the Separation Date, Employee may be eligible to elect continuation coverage under the Company's group medical, dental, and vision insurance plans for Employee and their eligible dependents. Such eligibility and coverage will be governed exclusively by the continuation coverage provisions of the Company's group insurance plans (which may be amended from time to time) and the Consolidated Omnibus Budget Reconciliation Act of 1985 ("***COBRA***").

(b) A "qualifying event" for purposes of COBRA coverage occurred on the Separation Date. The Company or its administrator will send Employee COBRA notification separate from this Agreement, but also hereby notifies Employee that instead of enrolling in COBRA continuation coverage, there may be other more affordable coverage options through the federal Health Insurance Marketplace, state exchange, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Employee understands that Employee should carefully consider whether COBRA continuation coverage is the best option for Employee. Employee will be solely responsible for continuing coverage through COBRA. If Employee signs up for COBRA continuation coverage, Employee will be limited in when Employee may switch to a Marketplace or exchange plan in the future depending on the plan's "special enrollment period." Employee will be solely responsible for paying any COBRA or other health premiums and administrative costs required to maintain insurance coverage, whether under the Company's group health plan for the COBRA period or any other health insurance plan.

5. **ALL WAGES, BENEFITS AND EXPENSES PAID IN FULL**. Employee acknowledges that, to the extent applicable, all earned wages, vacation/PTO, benefits, overtime, meal and rest premiums, business expenses, bonuses, incentive pay and any other compensation, and any other amounts that might be owed to her by the Company were paid in full as of the Separation Date. Employee agrees that Employee has submitted, or will submit within 10 days of the Separation Date, any outstanding business expenses for reimbursement and such expenses will be handled pursuant to standard Company policy. Other than the obligations in Sections 2, 3 and 4, Employee acknowledges and agrees

that the Company has no further financial obligations to Employee, and the Company shall make no further payments or contributions on Employee's behalf.

6. **NONADMISSION OF LIABILITY**. Employee acknowledges that nothing in this Agreement, including the foregoing consideration, constitutes an admission of liability, express or implied, on the part of the Company with respect to any fact or matter which may be involved in Employee's employment with or separation of employment from the Company. Employee further acknowledges that the Company denies that it or any of its employees, officers, directors, and/or agents ever acted toward Employee in a manner that would constitute a violation of any constitutional, statutory or common law right, whether that right arises under state, federal or local law.

7. **GENERAL RELEASE AND COVENANT NOT TO SUE**.

(a) Employee (for Employee's self and Employee's heirs, administrators, executors, agents and assigns) does hereby fully and forever release, waive, discharge and covenant not to sue the Company or any related or affiliated entity, or its or their respective current or former parent entities, officers, employees, directors, insurers, agents, attorneys, benefit plans, and assigns, and any predecessors or successors of the foregoing (collectively, the "***Released Parties***"), with respect to any and all claims, assertions of claims, debts, demands, actions, suits, expenses, attorneys' fees, costs, damages and/or liabilities of any nature, type and description, known or unknown, at law or in equity, arising out of any fact or matter in any way connected with Employee's employment with the Company, the separation thereof, or any other related matter arising before the date Employee signs this Agreement. This release shall include but is not limited to any rights or claims under federal, state or local law (whether arising from statute, executive order, regulation, code, or constitution, or other source), including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of the Civil Rights Act of 1866, the Fair Labor Standards Act (to the extent subject to a waiver of this sort), the Equal Pay Act, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 ("***ADEA***"), the Americans with Disabilities Act, the Family Medical Leave Act, the Genetic Information Nondiscrimination Act of 2008, the Occupational Safety and Health Act ("***OSHA***"), the Rehabilitation Act of 1973, the Workers Adjustment Retraining and Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Credit Reporting Act, the anti- retaliation provisions of the Corporate and Criminal Fraud Accountability Act of 2002 (also known as the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Report Consumer Protection Act), Cal-OSHA, the California Fair Employment & Housing Act, the California Labor Code, the California Government Code, the California Family Rights Act, the California Civil Code, the California Business & Professions Code, each as amended, rights to rehire and reemployment, and any and all common law claims, including claims sounding in tort or contract, claims for compensation, benefits, equity, or other remuneration or attorneys' fees, costs or disbursements, claims for physical or emotional distress or injuries, claims for discrimination, harassment, retaliation, failure to accommodate, violation of public policy, breach of express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation or misrepresentation, and any claims arising under any other duty or obligation of any kind or description, whether arising in law or equity, which can lawfully be released under federal, state, or local law. The foregoing is a non- exhaustive list, and this release is intended to cover all claims that may be lawfully waived by agreement, including those not specifically listed. The parties agree and acknowledge that the payments made pursuant to this Agreement are not related to sexual harassment.

(b) Covenant Not to Sue. Besides waiving rights and releasing claims encompassed by the General Release in Section 7(a) above, Employee promises not to bring a lawsuit or arbitration against the Company alleging any claim or violation of rights covered by that General Release. This Covenant Not to Sue is different from the General Release in that it is an affirmative promise by Employee, violation of

which can result in a claim for damages by the Company against Employee. Details regarding exceptions to this covenant and damages Employee must pay for violating it are contained in Sections 7(d) and 18 below.

(c) Waiver of Unknown Claims. This general and complete release covers both claims that Employee knows about and those that Employee may not know about and that exist in Employee's favor at the time of executing this Agreement. Employee understands and for valuable consideration hereby expressly agrees that in the event of any injury, loss, or damage sustained by Employee which is not now known or suspected, or in the event that the losses or damages now known or suspected have present or future consequences not now known or suspected, this Agreement shall nevertheless constitute a full and final release as to the Company, and that this Agreement shall apply to all such known or unsuspected injuries, losses, damages or consequences.

Employee understands and for valuable consideration hereby expressly waives all of the rights and benefits of Section 1542 of the California Civil Code, which section reads as follows:

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

Employee also understands and agrees that this is a "negotiated severance agreement" as that term is used under California law because it is voluntary, deliberate, and informed, provides consideration of value to Employee, and Employee has been given notice and an opportunity to retain an attorney or is represented by an attorney.

(d) Matters Not Waived. Notwithstanding anything in this Agreement to the contrary, Employee is not waiving, releasing or giving up any claim for workers' compensation benefits or unemployment benefits to which the Employee has an unwaivable right, vested pension or savings plan benefits, claims to enforce this Agreement, claims under indemnification provisions of the Company's by-laws or officer liability insurance policies, claims under sections 2800 to 2810 of the California Labor Code, and claims under other state statutes that may not be waived as a matter of law in an agreement of this type. Employee acknowledges, however, that Employee has no work-related injury or illness at the time of signing this Agreement for which Employee has not already filed a workers compensation claim. Nothing in this Agreement shall in any way limit or prohibit Employee from (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("***Government Agencies***"); and/or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. In addition, nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act ("***NLRA***"). For purposes of clarity, nothing in this Agreement shall be interpreted to impair or limit Employee's participation in any legally protected activities, such as (i) forming, joining, or supporting labor unions, (ii) bargaining collectively through representatives of employees' choosing, (iii) discussing wages, benefits, or terms and conditions of employment, and (iv) discussing, or raising complaints about, working conditions for the purpose of mutual aid or protection of Employee or the Company's other current or former employees, to the extent such activities are protected by Section 7 of the NLRA.

Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company trade secrets, proprietary information, or confidential information that does not involve unlawful acts in the workplace or the activity otherwise protected herein. Employee further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, notwithstanding the foregoing, Employee is waiving Employee's right to recover any monetary or other relief in connection with administrative agency investigation or charge filed by Employee or by any other individual, or a charge filed by the Equal Employment Opportunity Commission or any other federal, state or local agency. If Employee is awarded money damages as described in the previous sentence, Employee shall decline to accept any such monetary award. Notwithstanding the foregoing, this Agreement and the limitation on monetary recovery does not limit Employee's right to receive any statutory or otherwise authorized award for information provided to the Securities and Exchange Commission. Employee does not waive any rights or claims that arise after the date Employee signs this Agreement.

8. **ADEQUATE CONSIDERATION**. Employee acknowledges that the consideration Employee is receiving under this Agreement, including but not limited to the Severance Benefits, constitutes a benefit to which Employee is not otherwise entitled under any policy, statute, law, or any agreement between the Company and Employee, and is adequate consideration for Employee's covenants and obligations under this Agreement, including the General Release.

9. **NO PENDING LITIGATION**. Employee hereby represents that there is no pending action filed (either by Employee or on Employee's behalf) in any court of law, in arbitration, or in any other legal forum against the Company or any of the Released Parties or any other person, entity or corporation in connection with Employee's employment with the Company.

10. **PROPERTY OF EMPLOYER**. Employee represents that Employee has returned to the Company all property of the Company, including but not limited to any keys, access cards, passwords, or equipment belonging to the Company and documents, records, and data in paper or electronic format, as well as all copies of such materials. Employee also agrees to make a good-faith reasonable effort to delete all electronic copies of any such materials in Employee's possession (including on any personal device) following return of such electronic documents to the Company. Employee acknowledges and understands that such property, documents and materials are proprietary to the Company. In the event that Employee fails to return all such property, the Company's obligation under this Agreement shall cease, including the payment obligations described above. Employee will give the termination notice requited under the lease for Employee's Company-paid apartment on the date specified by the Company and will vacate the apartment no later than the Separation Date, using reasonable best efforts to leave the property in a condition reasonably satisfactory to the lessor. Subject to the preceding two sentences, the Company will continue paying the regular monthly rental cost until lease termination.

11. **REFERENCE INQUIRIES**. Employee should instruct any prospective employers to direct their reference inquiries to the Human Resources Department. In the event the Human Resources Department receives any inquiries from prospective employers, the Human Resources Department will respond by advising that the Company's policy is to provide information only as to service dates and positions held and by providing such information. The Company will consider in good faith input from Employee (which input shall be provided promptly from Employee, if at all) on the initial internal Company-wide announcement and initial Form 8-K filing regarding the Employee's termination of employment, it being understood that the Company has full discretionary authority to determine the form, manner and content of all announcements, communications and filings.

12. **CONFIDENTIALITY MATTERS**.

(a) Confidential or Proprietary Information. Employee acknowledges that, by reason of Employee's employment, Employee had access to confidential, proprietary, and trade secret information (including customer lists not known to the public) of the Company, and that Employee understands Employee's obligations under the law and, except as otherwise required by applicable law and/or as excepted pursuant to Sections 7(d) and 12(a) of this Agreement, Employee agrees not to disclose or divulge to any third party or otherwise use or allow to be used in any manner (whether for Employee's benefit, for the benefit of another individual or entity, or otherwise) any confidential, trade secret or proprietary information concerning the operations or business of the Company at any time following the Separation Date. These obligations shall not apply to information that (i) is now a part of public knowledge or literature or is generally known in the industry; or (ii) hereafter becomes a part of the public knowledge or generally known in the industry from a source other than Employee, either directly or indirectly. Moreover, nothing in this Agreement shall limit Employee's ability to report possible violations of law in confidence to the appropriate government agency or entity or make other disclosures protected under the whistleblower provisions of applicable federal or state law or regulation. Pursuant to the Defend Trade Secrets Act of 2016, Employee will not face civil or criminal liability for disclosing a trade secret: (1) to a government official or an attorney, if the disclosure is made in confidence and for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a document filed in a lawsuit or other proceeding, provided the document is filed under seal. In addition, if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose a trade secret to Employee's attorney and use the trade secret information in the court proceeding, provided the document containing the trade secret is filed under seal and Employee does not otherwise disclose the trade secret except pursuant to court order. The confidentiality and non-disclosure obligations in this paragraph are in addition to, and not in lieu of, Employee's obligations under the Employee Invention Assignment and Confidentiality Agreement that Employee signed on November 26, 2021, (the "***Confidentiality Agreement***"), and, except as otherwise required by applicable law and/or as excepted pursuant to Sections 7(d) and 12(a) of this Agreement, Employee will remain bound by the obligations under the Confidentiality Agreement, at all times in the future, even after the Separation Date.

(b) Confidentiality of Agreement. Employee acknowledges and agrees that the terms of this Agreement, to the extent they are not publicly disclosed by the Company are **ABSOLUTELY CONFIDENTIAL**. To the fullest extent permitted by law, the terms of this Agreement, unless previously publicly disclosed by the Company shall not, without the Company's prior written consent, be disclosed to any person, firm, organization or entity, including but not limited to any current or former employees of the Company. Except as provided in this paragraph, otherwise required by applicable law, and/or as excepted pursuant to Sections 7(d) and 12(a) of this Agreement, Employee shall not: (a) communicate or disclose in any way the amount of the Severance Benefits made by the Company; or (b) give any indication of the amount of the Severance Benefits. Employee may communicate the terms and conditions of this Agreement (1) to Employee's spouse/domestic partner; or (2) to Employee's attorney and those rendering financial or legal advice and having a bona fide need to know such terms and conditions; provided, however, Employee shall advise any such individuals beforehand of the existence of Employee's confidentiality obligations under this Agreement and their corresponding obligations to maintain the confidentiality of this Agreement. A breach of these obligations by Employee's spouse/domestic partner, attorney, advisor, or agents will be deemed a breach of this Agreement by Employee. Moreover, nothing in this Agreement shall preclude Employee from disclosing the terms and conditions of this Agreement to government agencies for tax purposes (i.e., the IRS and Franchise Tax Board); or if required by a valid court order, subpoena, or regulatory request or other compulsory process or law; provided, however, that Employee shall advise such agency or court of the confidential nature of this Agreement and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the subject matter disclosed. Further, the Company agrees that it will use its

commercially reasonable best efforts to not publicly disclose any potential employment opportunity Employee may have prior to Employee or Employee's new employer/company announcing it, with the exception of required disclosures to the Company's Board of Directors or advisors, or required by law, under applicable confidentiality obligations.

(c) Breach of Confidentiality Provisions/Liquidated Damages. Employee agrees that if Employee, Employee's attorney, or Employee's accountant, financial advisor or spouse/domestic partner breaches the promise to maintain the confidentiality of this Agreement and the Severance Pay, then the resulting damage to the Company would be impracticable or extremely difficult to determine because of the uncertain effect of the disclosure of such information on the Company's present and future business prospects. Because of the difficulty of determining the damages resulting from any such breach of the confidentiality provisions of this Agreement, the parties agree that in the event of such a breach by Employee either directly by Employee or indirectly through Employee's spouse, attorney or agents, Employee shall be obligated to re- pay to the Company the sum of five thousand dollars ($5,000) as liquidated damages for each occurrence, which amount Employee agrees is reasonable. Nothing herein shall limit or restrict any other remedies available to the Company, at law or in equity, in the event of a breach or threatened breach by Employee of any obligations under this Agreement.

13. **COOPERATION**. Following the Separation Date, Employee also agrees to cooperate with the Company in regard to the transition of the business matters handled by Employee on behalf of the Company. Employee agrees to reasonably cooperate with the Company and its counsel in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company, or in any investigation or review that may be performed by the Company or any governmental authority, which relate in any way to events or occurrences that transpired while Employee was employed by the Company or about which Employee may have knowledge. Employee's cooperation in connection with such claims, actions, or investigations will include, but not be limited to, being available to meet with the Company's counsel to prepare for discovery or any legal proceeding, executing documents, and providing truthful testimony as a witness on behalf of the Company at mutually convenient times. The Company will reimburse Employee for all reasonable, pre-approved out-of-pocket costs and expenses (but not including attorneys' fees) that Employee incurs in connection with obligations under this paragraph. For the avoidance of doubt, the exclusion regarding payment of attorney fees in the preceding sentence is not intended to diminish any right that Employee may have to the payment of attorney fees under the indemnification provisions of the Company's by-laws or officer liability insurance policies.

14. **NON-DISPARAGEMENT**. The Parties agree that they will not disparage, discredit or otherwise defame one another, including the Company or its officers, directors and employees, in any form, manner, or media, including but not limited to oral or written statements, social media, or any other form of electronic communication, or otherwise take any action which could reasonably be expected to adversely affect the personal or business reputation of the Parties. Nothing in this paragraph shall prevent the Parties from testifying truthfully in any valid judicial or government agency proceeding, making disclosures as required by applicable law and/or as protected by Sections 7(d) and 12(a) of this Agreement.

15. **ARBITRATION**. To the fullest extent permitted by law, the parties agree to resolve any disputes that they may have with each other regarding the validity, interpretation, applicability, or effect of this Agreement or any alleged violations of it, through final, binding, and confidential arbitration with JAMS, pursuant to the Federal Arbitration Act and in accordance with JAMS employment law rules, available at https://www.jamsadr.com/rules-employment-arbitration/. The arbitration shall take place in San Francisco before a single experienced JAMS arbitrator licensed to practice law in California and mutually selected by the parties. The arbitrator may not modify or change this Agreement in any way.

Unless otherwise required by law, all costs incidental to the arbitration, including the fees of the arbitrator, the costs of any record or transcript of the arbitration required to be purchased, and administrative and filing fees shall be paid in equal shares by Employee (one-half) and the Company (one-half) at such time as they become due. Each party shall bear its own attorney's fees and costs, unless otherwise required or allowed by law and awarded by the arbitrator, as provided for below. Any arbitration may be initiated by a written demand to the other party identifying all claims forming the basis of the demand in sufficient detail to inform the other party of the substance of the claims. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations. The arbitrator shall resolve all claims regarding the timeliness or propriety of the demand for arbitration. The parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. The parties expressly waive any entitlement to have such controversies decided by a court or a jury and agree to bring any arbitration on an individual basis only, and not on a class, collective, or representative basis. Any claims Employee may bring pursuant to the Private Attorneys General Act ("***PAGA***") on behalf of the Labor and Workforce Development Agency must be arbitrated in Employee's individual capacity such that there is no joinder or representation of any California Labor Code violations that were or could be asserted by or on behalf of any other employees. The party losing the arbitration shall reimburse the prevailing party for all arbitration costs and expenses that the prevailing party paid pursuant to the provision of this paragraph, as well as reasonable attorneys' fees.

16. **OLDER WORKERS' BENEFIT PROTECTION ACT**. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. Sec. 626(f) (the "***OWBPA***"). Employee is advised to consult with an attorney before executing this agreement.

(a) **Acknowledgments/Time to Consider**. Employee acknowledges and agrees that (i) Employee has read and understands the terms of this Agreement; (ii) by way of this Agreement, Employee has been advised in writing that Employee has a right to consult with an attorney of Employee's choosing before executing this Agreement; (iii) Employee has obtained and considered such legal counsel as Employee deems necessary or, by Employee's own choice, has elected not to consult legal counsel; (iv) Employee has been given twenty-one (21) days to consider whether or not to enter into this Agreement (although Employee may elect not to use the full 21-day period at Employee's option, and to sign and return this Agreement earlier, but not before the Separation Date) at Employee's option; and (v) by signing this Agreement, Employee acknowledges that Employee does so freely, knowingly, and voluntarily, without any coercion or undue influence from anyone.

(b) **Revocation/Effective Date**. If Employee timely signs this Agreement, Employee may revoke Employee's acceptance of this Agreement within seven (7) days after the date Employee signs it. Employee's revocation must be in writing to Lindsay Llewellyn, and received by Lyft on or before the seventh day after signing it in order to be effective. If Employee does not revoke acceptance within the seven (7) day period, Employee's acceptance of this Agreement shall become binding and enforceable on the eighth day after Employee signs the Agreement ("***Effective Date***"). If Employee fails to timely sign this Agreement or revokes this Agreement as provided for above, the Agreement shall have no force or effect and Employee shall have no right to the arrangements, payments, or benefits referenced above.

(c) **Preserved Rights of Employee**. This Agreement does not waive or release any rights or claims that Employee may have under the Age Discrimination Employment Act ("***ADEA***") that arise after the execution of this Agreement. In addition, this Agreement does not prohibit Employee from challenging the validity of this Agreement's waiver and release of claims under the ADEA.

17. **USE OF AGREEMENT**. Employee and the Company agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the Parties alleges a breach of this

Agreement, notwithstanding the confidentiality provisions above; provided that if this Agreement is filed in a proceeding, it shall be filed under seal consistent with applicable court rules and any testimony regarding this Agreement shall be designated as confidential to the fullest extent permitted by law.

18. **ATTORNEYS' FEES**. Employee and the Company agree that if any action is brought to enforce the terms, conditions and provisions of this Agreement (including but not limited to the mandatory arbitration provision), the prevailing party will be entitled to all reasonable costs and attorneys' fees incurred in enforcing any of the terms, conditions and provisions hereof, except with regard to a legal action challenging or seeking a determination in good faith of the validity of this Agreement's waiver under the ADEA.

19. **CAPTIONS**. The captions in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

20. **COUNTERPARTS/BY FACSIMILE OR ELECTRONIC COPY**. This Agreement may be executed in counterparts by facsimile copy or electronic copy, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

21. **SEVERABILITY**. If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired thereby; provided that if the General Release above is held to be invalid, illegal, or unenforceable, then Employee agrees that Employee shall be required to enter into a new agreement containing an enforceable release of all legally waivable claims against the Company and that the Severance Pay, and any other consideration provided herein, will constitute sufficient consideration for such new agreement. If any terms or sections of this Agreement are determined to be unenforceable, they shall be modified so that the unenforceable term or section is enforceable to the greatest extent possible.

22. **GOVERNING LAW**. This Agreement will be interpreted in accordance with California law, without reference to its conflict of law principles, except that the FAA governs the interpretation and enforcement of the arbitration provision above.

23. **ENTIRE AGREEMENT; AMENDMENT**. Except as expressly provided in this Agreement, this Agreement is the entire agreement between Employee and the Company regarding Employee's employment with and separation from the Company, and supersedes any prior oral or written agreements or understandings, except that at all times in the future, Employee will remain bound by the Confidentiality Agreement and Equity Documents, in accordance with their terms. The Company and Employee acknowledge that they have entered into this Agreement without reliance on any representation, inducement, or promise that is not contained in this Agreement. Employee acknowledges that Employee has entered into this Agreement with the full intent of releasing all of Employee's claims against the Company and the Released Parties (to the fullest extent permitted by law), and Employee is fully aware of the legal and binding effect of this Agreement, including the General Release set forth herein. Employee also understands and agrees that this is a "negotiated severance agreement" as that term is used under California law because it is voluntary, deliberate, and informed, provides consideration of value to Employee, and Employee has been given notice and an opportunity to retain an attorney or is represented by an attorney. This Agreement may not be amended or modified, except with the written consent of the Parties. Employee agrees and acknowledges that the Company is not providing any tax advice in connection with this Agreement and Employee is solely responsible for Employee's tax consequences from this Agreement. The Company agrees and acknowledges that it has the obligations to collect and remit applicable payroll taxes from the payments under this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates listed below.

PLEASE READ THIS AGREEMENT AND GENERAL RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

LYFT, INC.	**EMPLOYEE**
By: /s/ Alicia Zuiker	/s/ Elaine Paul
Alicia Zuiker	Elaine Paul
Chief People Officer	
Dated: May 19, 2023	Dated: May 19, 2023

SCHEDULE 1

Outstanding Equity Awards

RSUs

Grant Number	Grant Date	Plan Name	Grant Type	Total No. of Shares Granted	Shares Vested as of 5/21/23	Shares Scheduled to Vest on 5/20/23	Shares Scheduled to Vest on 8/20/23	Shares Scheduled to Vest on 11/20/23	Shares Unvested as of 11/21/23
25651	02/04/2022	2019 Equity Incentive Plan	RSU	390,339	121,981	24,396	24,397	24,396	219,565
			Totals		**121,981**	**24,396**	**24,397**	**24,396**	**219,565**

Exhibit 10.6

CONSULTING AGREEMENT

This Consulting Agreement (the "**Agreement**") is entered into by and between Lyft, Inc., a Delaware corporation (the "**Company**") and Elaine Paul (the "**Consultant**" and collectively with the Company, "**the Parties**") effective as of May 19, 2023 (the "**Effective Date**").

1. **Services.**

1.1 The Consultant will serve as a consultant to the Company and advise the Company's management, employees and agents, at reasonable times, in matters related to Company's actual and planned business, as requested by the Company for the duration of the Term (the "**Services**"). The Services shall include, but shall not be limited to:

(a) providing services to Lyft to ensure an orderly transition of Consultant's former employment responsibilities to other Lyft employees, consultants, or agents;

(b) cooperating with the Company and its counsel in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate in any way to events or occurrences that transpired while Consultant was employed by the Company.

1.2 The Services will be provided to the Company's Chief Executive Officer ("CEO"), and any of his delegees, as the CEO reasonably deems necessary.

1.3 The Services may be provided by Consultant, and consultation may be sought by the Company, at the Company's offices, over email, video conference, or telephone, or another reasonable location or communication medium and at reasonable times (all as specified by the Company). The Company will use commercially reasonable efforts to permit Consultant to provide the Services remotely, to the extent that the Company (acting in good faith) believes that doing so will not harm the Company or degrade the quality of the Services. Lyft acknowledges that Consultant may provide the Services while employed full-time by another company.

1.4 *For avoidance of doubt there will be no break in service for equity vesting purposes when Consultant terminates employment and immediately thereafter commences providing Services pursuant to this Agreement.*

2. **Compensation**.

2.1 As compensation for the Services during the Term (defined below), Consultant's equity awards to receive shares of the Company's Class A common stock set forth on Schedule 1 (collectively, the "**Equity Awards**") will continue to vest and, to the extent applicable, remain exercisable subject to the terms and conditions of the applicable Company equity plan and the award agreements evidencing such Equity Awards (collectively, the "**Equity Documents**"). Any portion of an Equity Award that is scheduled to vest following the Contract Termination Date (as defined below) and any equity award held by Consultant that is not listed on Schedule 1 immediately will be forfeited to the Company on the Effective Date and at no cost to the Company, notwithstanding any contrary provision of the Equity Documents. All Equity Awards remain subject to the terms and conditions of the Equity Documents.

2.2 Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company in writing in advance by the Company's CEO.

3. **Term.** The "**Term**" will be such period that commences on the Effective Date and will terminate on November 30, 2023, unless earlier terminated pursuant to the terms hereof, or unless extended by agreement of the parties hereto (whichever date applies being the "**Contract Termination Date**"). On or immediately following the Contract Termination Date, Consultant will promptly deliver to the Company all company property and documents and other materials of any nature furnished by the Company to the Consultant or produced by the Consultant in connection with the services rendered hereunder, together with all copies of any of the foregoing pertaining to the Services or pertaining to any Confidential Information. Termination of this Agreement under this Section 3 shall not affect the Consultant's continuing obligations to the Company under Section 7 below.

4. **Termination.**

4.1 Breach. Either party may terminate this Agreement in the event of a material breach by the other party of this Agreement if such breach continues uncured for a period of ten (10) days after written notice.

4.2 Expiration. Unless terminated earlier as provided under Section 4.1, this Agreement will expire at the end of the Term.

4.3 No Election of Remedies. The election by the Company to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

5. **Conflicts of Interest**.

5.1 The Consultant will not disclose to the Company any information that the Consultant is obligated to keep secret pursuant to an existing confidentiality agreement with a third party, and nothing in this Agreement will impose any obligation on the Consultant to the contrary.

5.2 The Consultant shall not use the funding, resources, facilities or time properly devoted to any third party to perform consulting work hereunder and shall not perform the Services hereunder in any manner that would give any third party rights to any intellectual property or other products of such consulting work.

5.3 The Consultant has disclosed all conflicts of interest with the Company as of the date hereof on **Exhibit A** hereto, and, during the Term, will disclose to the CEO or the General Counsel of the Company any future conflicts that arise between this Agreement and any other agreements entered by the Consultant.

6. Non-Competition / Non-Solicitation.

6.1 The Consultant agrees that during the consultancy period, she shall not, anywhere in the world, do business, as an employee, independent contractor, consultant or otherwise, and shall not directly or indirectly participate in or accept any position, proposal or job offer with the

following companies or any of their parent companies or subsidiaries: Waymo LLC; Cruise LLC; Uber Technologies, Inc., Aurora Innovation, Inc., Zoox (Amazon, Inc.) and Via Transportation, Inc.

6.2 In addition, Consultant agrees that during the consultancy period and for six months after its conclusion, she agrees not to approach, solicit or recruit any employee of the Company or any consultant, service provider, agent, distributor, customer or supplier of the Company, to terminate, reduce or modify the scope of such person's engagement with the Company.

7. **Confidentiality**.

7.1 The Consultant acknowledges that, during the course of performing the Services hereunder, the Company may disclose information to the Consultant (including information acquired from third parties which is subject to confidentiality obligations) and that Consultant may have access to information related to the Company's products, services, customers and other business partners, personnel, business plans, and finances, as well as other proprietary or commercially valuable information which the Company does not make generally available to the public (collectively "**Confidential Information**").

7.2 The Consultant agrees that the Confidential Information will be used by the Consultant only in connection with consulting activities hereunder.

7.3 The Consultant agrees not to disclose, directly or indirectly, the Confidential Information to any third person or entity, other than representatives or agents of the Company.

7.4 The term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than by disclosure in violation of this Agreement, (ii) was within the Consultant's possession prior to being furnished to the Consultant by the Company, as shown by written records, (iii) becomes available to the Consultant on a non- confidential basis without breach of any confidentiality obligation to the Company, or (iv) was independently developed by Consultant without reference to the information provided by the Company, as shown by written records.

7.5 The Consultant may disclose any Confidential Information that is required to be disclosed by law, government regulation or court order. If disclosure is required, the Consultant will give the Company advance notice so that the Company may seek a protective order or take other action reasonable in light of the circumstances.

7.6 Upon termination of this Agreement, the Consultant will promptly return to the Company all materials in Consultant's possession containing Confidential Information, as well as data, records, reports and other property, furnished by the Company to the Consultant or produced by the Consultant in connection with services rendered hereunder, together with all copies in Consultant's possession of any of the foregoing. Notwithstanding such return, the Consultant shall continue to be bound by the terms of the confidentiality provisions contained in this Section 7 for a period of three years after the termination of this Agreement.

8. **Arbitration**.

8.1 Agreement to Arbitrate. In exchange for the benefits of the speedy, economical, and impartial dispute resolution procedure of arbitration, Consultant and the Company mutually

forego their right to resolution of disputes in a court of law by a judge or jury, and, as set forth herein, agree to arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

8.2 Disputes Covered by Arbitration. Consultant and the Company agree that any and all claims, disputes or controversies between Consultant and the Company arising out of or relating in any way to this Agreement (including its enforcement, breach, performance, interpretation, validity, or termination), including any claims arising out of or related in any way to Consultant's relationship with or Services for the Company and/or its affiliates, shall be submitted to final and binding arbitration to the fullest extent allowed by law. This arbitration obligation shall apply to any and all claims, causes of action, in law or equity of any nature whatsoever, whether arising in contract, tort or statute, between Consultant and the Company and/or their affiliated entities (including their owners, directors, managers, employees, agents, and officers), unless the particular dispute or claim is expressly exempted from arbitration. **By agreeing to this dispute resolution and arbitration agreement, Consultant and the Company expressly waive the right to sue in court and have a jury or judge decide their claim, dispute, or controversy.**

8.3 Delegation of Arbitrability. Consultant and the Company expressly delegate to the arbitrator the authority to determine the arbitrability of any dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

8.4 Disputes Not Covered by Arbitration. This arbitration provision does not include: (1) a claim for workers' compensation benefits; (2) a claim for unemployment compensation benefits; or (3) a claim under the National Labor Relations Act ("NLRA"), as amended. In addition, in lieu of arbitration of any dispute covered by this arbitration provision, Consultant or the Company may bring any such dispute in small claims court in their individual, as opposed to a class or representative capacity.

8.5 Class Action Waiver. **Except as otherwise required under applicable law, both Consultant and the Company agree that each may bring any and all claims against the other only in an individual capacity, and not as a named-plaintiff or class member in any purported class or representative proceeding.** However, the waiver of representative claims shall not apply to any claim brought under California's Private Attorney General Act ("PAGA"), if applicable. Consultant and the Company further agree that, in the event that the agreement to not bring claims on a class or representative basis is deemed unenforceable in state or federal court proceedings, then their individual claims shall be resolved first by arbitration, with any class or representative claims stayed pending the outcome of the arbitration.

8.6 Statutes of Limitations, Scope of Remedies, Discovery, and Substantive Law. Statutes of limitations, scope of remedies, and substantive law (including any requirement for prior exhaustion of administrative agency relief) shall be the same as would be applicable were any action to be brought in court and shall not be limited by the fact that any dispute is subject to arbitration. As part of the arbitration, both Consultant and the Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to their dispute. Notwithstanding any other provision in this agreement with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act.

8.7 Administration of Arbitration. The arbitration shall be administered by the American Arbitration Association (the "AAA") before one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the parties or AAA, then by one arbitrator having reasonable experience in matters of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in the county in which Consultant was working with the Company at the time that the dispute arose, or any other jurisdiction mutually agreed upon by Consultant and the Company. The arbitration shall be conducted in accordance with the AAA Consumer Arbitration Rules then in effect, which rules can be found at www.adr.org, or which can be obtained by calling the AAA at 1-800-778-7879, or which will be provided by the Company upon request. However, the arbitrator shall have the discretion to decide to apply the AAA Employment Rules, or the AAA Commercial Rules, where a dispute is more appropriately arbitrated under those rules. The arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The arbitrator shall have the power to decide any motions brought by any party to the arbitration. Judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.

8.8 Arbitration Costs. To the extent required by law, the Company shall pay for any administrative or hearing fees charged by AAA. Subject to the foregoing limitation, to the extent permitted by the AAA rules, Consultant shall pay any filing fees associated with any arbitration that Consultant initiates, unless Consultant qualifies for fee waivers or other forms of cost relief at the discretion of the arbitrator, but in no event shall Consultant's AAA filing fee exceed the filing fees that Consultant would have paid if Consultant had filed a complaint in a court of law having jurisdiction.

8.9 Optional Pre-Arbitration Negotiation Process. Before initiating any arbitration or proceeding, Consultant and the Company may agree to first attempt to negotiate any dispute, claim, or controversy between the parties informally for at least thirty (30) days. A party who intends to seek negotiation under this subsection must first send to the other a written Notice of Dispute ("Notice"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) 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 impeachment, in arbitration or any 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.

8.10 Severability. If any provision of this arbitration agreement or the application of such provision to any person or circumstance is held invalid, illegal or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality or unenforceability. If such a narrower construction is not possible, then that provision will, to the extent of such invalidity, illegality or unenforceability, be severed, and the remainder of this arbitration agreement will not be affected thereby.

9. **Ownership.**

9.1 Consultant agrees that all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, and other materials or innovations of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "**Inventions**"), are the sole property of the Company. Consultant also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions.

9.2 Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

9.3 Consultant also hereby irrevocably transfers and assigns to the Company, and agrees to irrevocably transfer and assign to the Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Invention, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of any Invention, to object to or prevent the modification or destruction of any Invention, to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

9.4 Subject to Section 8.1 above, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest,

(i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without Company's prior written permission.

9.5 Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company pursuant to this Section 9, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

10. **No Conflict.** The Consultant represents that neither the execution of this Agreement nor the performance of the Consultant's obligations under this Agreement will result in a violation or breach of any other agreement by which the Consultant is bound. The Company represents that this Agreement has been duly authorized and executed and is a valid and legally binding obligation of the Company, subject to no conflicting agreements.

11. **Limitation of Liability**. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Notices.** Any notice provided under this Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered personally or by courier service, (ii) one day after sending when sent by private express mail service (such as Federal Express), or (iii) three days after sending when sent by U.S. registered or certified mail (return receipt requested) to the address set forth on the signature page hereof or to other such address as may have been designated by the Company or the Consultant by notice to the other given as provided herein.

13. **Independent Contractor.** The Consultant will at all times be an independent contractor for the Term of the Contract, and as such will not have authority to bind the Company. The Consultant will not act as an agent nor shall she be deemed to be an employee of the Company for the purposes of any employee benefit program or policy, unemployment benefits, or otherwise. For example, but not by way of limitation, the Consultant shall have no right to receive a personal computer, electronic device, business cards, stationary, an email address, or any other benefit of Company employment. The Consultant shall not enter into any agreements nor incur any obligations on behalf of the Company.

14. **Assignment.** Due to the personal nature of the Services to be rendered by the Consultant, the Consultant may not assign this Agreement. The Company may assign all rights and liabilities under this Agreement to a subsidiary or an affiliate or to a successor to all or a substantial part of its business and assets without the consent of the Consultant. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon each of the heirs, assigns and successors of the respective parties.

15. **Severability.** If any provision of this Agreement is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations of any jurisdiction,

such provision shall be severed and the remaining provisions shall continue in full force and effect.

16. **Remedies.** The Consultant acknowledges that the Company would have no adequate remedy at law to enforce Section 7 hereof. In the event of a violation by the Consultant of such Section, the Company shall have the right to obtain injunctive or other similar relief, as well as any other relevant damages, without the requirement of posting bond or other similar measures.

17. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed in California. Federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The parties consent to personal jurisdiction of the federal and state courts within California and service of process being effected by registered mail sent to the addresses above.

18. **Entire Agreement; Amendment.** This Agreement and the Equity Documents (except as amended herein), represent the entire understanding of the parties, supersedes all prior agreements between the parties relating to this Agreement and the Services to be provided hereunder, and may only be amended in writing.

[*Signature page immediately follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY: **CONSULTANT:**

LYFT, INC. **Elaine Paul**

By: /s/ Alicia Zuiker Signature: /s/ Elaine Paul

Name: Alicia Zuiker

Title: Chief People Officer

SCHEDULE 1

Outstanding Equity Awards

RSUs

Grant Number	Grant Date	Plan Name	Grant Type	Total No. of Shares Granted	Shares Vested as of 5/21/23	Shares Scheduled to Vest on 5/20/23	Shares Scheduled to Vest on 8/20/23	Shares Scheduled to Vest on 11/20/23	Shares Unvested as of 11/21/23
25651	02/04/2022	2019 Equity Incentive Plan	RSU	390,339	121,981	24,396	24,397	24,396	219,565
			Totals		**121,981**	**24,396**	**24,397**	**24,396**	**219,565**

Exhibit A

In accordance with Section 5.3, the Parties acknowledge that the Consultant may be engaged in the following that may conflict with her work under this Agreement:

Title	Organization	Term of Position

Consultant agrees that, if the Term of this Agreement, their role(s) as listed above requires their involvement in circumstances that pose an actual or potential conflict of interest, they will recuse themself from the decision making process and take no part in the discussion or the vote involving the actual or potential conflict of interest. Further, Consultant agrees to inform Lindsay Llewellyn of any actual or potential conflict that Consultant becomes aware of during the Term of this Agreement. Failure to recuse or inform as outlined in this Exhibit A will render Consultant in breach of this Agreement.

Signature: /s/ Elaine Paul

Date: May 19, 2023

Exhibit 1

SUPPLEMENTAL RELEASE AGREEMENT

This Supplemental Release Agreement ("Supplemental Release") is made by and between Elaine Paul ("Consultant") and Lyft, Inc. (the "Company").

1. In consideration for the consideration set forth in Sections 2.1 and 2.2 of the Agreement to which this Supplemental Release is appended, plus the sum of $200 that Consultant acknowledges was paid to Consultant on or within 30 days prior to the date of Consultant's signature below, Consultant hereby extends Consultant's release and waiver of claims to any claims that may have arisen between the Effective Date (as defined in the Confidential Separation Agreement and General Release between the Company and Consultant (the "Release Agreement")) and the Supplemental Release Effective Date (as defined below). This Supplemental Release also acknowledges and confirms all the promises contained in the Agreement as of the Supplemental Release Effective Date. For the avoidance of doubt, Consultant is not waiving, releasing or giving up any claim for workers' compensation benefits or unemployment benefits to which Consultant has an unwaivable right, vested pension or savings plan benefits, claims to enforce the Agreement, claims under indemnification provisions of the Company's by-laws or officer liability insurance policies, claims under sections 2800 to 2810 of the California Labor Code, and claims under other state statutes that may not be waived as a matter of law in an agreement of this type (it nevertheless being acknowledged and agreed by Consultant that Section 13 of the Agreement remains, and will remain, in full force and effect and Consultant, by virtue of this Agreement, is not entitled to any compensation, benefits, vesting or other consideration other than as provided in Section 2.1 of the Agreement).
2. This Supplemental Release is intended to comply with the Older Workers' Benefit Protection Act (OWBPA). Consultant acknowledges that she has carefully read and fully understands the provisions of this Supplemental Release. She understands that she is releasing any and all claims that might be available to the Consultant under the Age Discrimination in Employment Act (ADEA). She is not releasing claims under the ADEA that may arise after signing of this Supplemental Release. She has the right to, and should, consult with an attorney before signing this Supplemental Release. She has twenty-one (21) days to consider it and consult with an attorney, although she may waive this 21-day consideration period. She also agrees that any modifications, material or otherwise, made to this Supplemental Release do not restart or affect or extend in any manner the 21-day consideration period. If she chooses to sign this document, she has seven (7) days to change her mind and revoke the agreement. If she chooses to revoke the Supplemental Release, she must deliver by written notice by certified mail, return receipt requested, or email, delivery confirmation requested to Lindsay Llewellyn at Lyft, Inc. within seven (7) days after signing. She also understands that payments to which she may become entitled by signing this Supplemental Release will not be paid until after the seven (7) days during which she may revoke the Supplemental Release. The Consultant acknowledges and agrees that she is signing the Supplemental Release voluntarily and without any other promises or agreements from the Company. If she does not revoke acceptance within the seven (7) day period, her acceptance of this Supplemental Release shall become binding and enforceable on the eighth day ("Supplemental Release Effective Date").

[continued next page]

3. This also confirms that the Consultant is signing this Supplemental Release freely and voluntarily, without any threat or coercion of any kind. This Supplemental Release will be interpreted in accordance with California law.

/s/ Elaine Paul	Date:	May 19, 2023
Elaine Paul		
/s/ Alicia Zuiker	Date:	May 19, 2023
Alicia Zuiker, Chief People Officer		

Exhibit 31.1

**CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, John David Risher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lyft, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2023

By: /s/ John David Risher
John David Risher
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Erin Brewer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Lyft, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date:	August 9, 2023	By:	/s/ Erin Brewer
			Erin Brewer
			Chief Financial Officer
			(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, John David Risher, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Lyft, Inc. for the quarter ended June 30, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lyft, Inc.

Date:	August 9, 2023	By:	/s/ John David Risher
		Name:	John David Risher
		Title:	Chief Executive Officer (Principal Executive Officer)

I, Erin Brewer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Lyft, Inc. for the quarter ended June 30, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lyft, Inc.

Date:	August 9, 2023	By:	/s/ Erin Brewer
		Name:	Erin Brewer
		Title:	Chief Financial Officer (Principal Financial Officer)