

**BEFORE THE DEPARTMENT OF HUMAN
RIGHTS OF THE STATE OF MINNESOTA**

In the Matter of:

MDHR File No. 74323

TORI ANDRES,

Charging Party,

**CONCILIATION AGREEMENT AND
RELEASE OF CLAIMS**

vs.

LYFT, INC.,

Respondent.

This three-party Conciliation Agreement (“Agreement”) is made and entered into by Tori Andres (“Charging Party”); Lyft, Inc. (“Respondent”); and the Minnesota Department of Human Rights (“MDHR”).

BACKGROUND

On November 9, 2022, Charging Party filed a charge with MDHR alleging that Respondent discriminated against her in the area of public accommodations, on the basis of disability, in violation of the Minnesota Human Rights Act (MHRA), Minn. Stat. § 363A.11. On April 28, 2025, after considering Charging Party’s appeal of its prior determination, MDHR found probable cause to believe that Respondent violated the MHRA. Respondent denies violating the MHRA and denies that it is liable to MDHR or Charging Party. The parties to this Agreement seek to avoid the expense and uncertainties of litigation by entering into this Agreement.

TERMS OF AGREEMENT

In consideration of the recitals and the promises made herein, the parties agree as follows:

1. **Term and Effective Date.** This Agreement shall have a three-year monitoring term (the “Term”) which shall commence on the date that the last party signs this Agreement (the “Effective Date”).
2. **Compliance with the MHRA and Maintenance of Non-Discrimination Policies.**

Respondent reaffirms its commitment to comply with the Minnesota Human Rights Act, Minn. Stat. § 363A, and agrees that throughout the Term of this Agreement it will continue to maintain anti-discrimination, anti-harassment, and anti-retaliation policies and internal complaint and investigation procedures.

3. **Maintenance of Policy on Assistance Animals.** Throughout the term of this Agreement, Respondent agrees to continue to maintain – and to update as necessary during the Term – a Service Animal Policy (“Policy”) that requires Drivers on the Lyft platform (“Drivers”) to “Always Say Yes” to transporting riders with service animals. The Policy shall explain what constitutes a service animal and shall specify the procedures that Drivers may follow (i) if they need to determine/inquire whether a given animal is a service animal, and (ii) in determining whether to permit riders to enter or remain in their vehicles with a claimed service animal. The Policy shall advise Drivers that failure to comply with the policy may result in their deactivation from the Lyft ridesharing platform. The Policy shall also inform riders how to contact Respondent electronically (via website, application, or email) or by phone and how to report any concerns or complaints they may have about any Driver’s failure to follow the Policy and shall require that Respondent follows up with each rider who submits such a report or complaint. MDHR acknowledges that Respondent has provided it with copies of Respondent’s existing Service Animal Policy and procedures and that the existing policy and procedures satisfy the requirements of this paragraph. Should Respondent make any substantive revisions to the Service Animal Policy in the United States, or procedures as referenced below, during the Term of this Agreement, the revisions shall be submitted to MDHR (via email to settlementmonitoring.mdhr@state.mn.us) together with the next report issued as described in Paragraph 5, below. Respondent shall also continue to disseminate the Policy to all newly engaged Drivers within 7 days of commencing the engagement and shall require such Drivers to promptly acknowledge that they have reviewed the Policy and agree to follow it.

4. **Regular Driver Announcements; Publicity.** Respondent agrees that, throughout the Term of this Agreement, on its website and via its mobile application, Respondent will make available to Minnesota riders and potential riders its Service Animal Policy. MDHR acknowledges that Respondent has provided it with screenshots of suitable content that is currently in use on Respondent's website and mobile application. Respondent also agrees to continue its current practice of sending at least quarterly electronic announcements to all Drivers, reminding them that they are required to follow Respondent's Service Animal Policy. At the time of submission of all reports to MDHR required under **paragraph 5** of this agreement, Respondent will include exemplars/screenshots of the quarterly announcements that were sent to Drivers during the **six-month** reporting period.

5. **Reporting to MDHR.** Throughout the Term of this Agreement, Respondent will continue to maintain records of all complaints/reports by Minnesota riders about alleged service refusals or failures concerning their service animals for at least three years. Every six months during the Term, Respondent will provide MDHR with a report containing aggregate monthly information reflecting, for Minnesota: (1) total number of active riders who have enabled the service animal opt-in feature; (2) total number of investigations relating to potential violations of the Service Animal Policy which includes (a) the number of rider-initiated complaints of potential violations of the Service Animal Policy and (b) the number of proactive investigations initiated by the Lyft platform; (3) the results of the investigations relating to potential violations of the Service Animal Policy including the total number of (a) warnings issued to drivers as a result of the investigations; (b) permanent deactivations of drivers as a result of the investigations; and (c) investigations which did not result in any further action taken against a driver account. The report shall be sent via email to settlementmonitoring.mdhr@state.mn.us. Respondent agrees that it will retain all underlying information/data upon which the reported aggregate monthly information is based for a period of at

least three years and that, should MDHR have questions or concerns after reviewing any reports, Respondent will respond, within 30 days (or such other time as mutually agreed by MDHR and Lyft), to any reasonable request for underlying data or information requested by MDHR during the term of this Agreement. The Parties agree that the reports provided pursuant to this provision, as well as any underlying information/data provided to MDHR at its request, shall constitute confidential, private data belonging to Lyft and/or protected nonpublic data as provided in Minn. Stat. § 363A.35.

6. **Ongoing Driver Education and Policy Enforcement Commitments.** During the term of this Agreement, Respondent commits as follows:

- a. Continuing Education and Monitoring of the five remaining Drivers referenced in the PROBABLE CAUSE determination: Respondent acknowledges that five of the seven Drivers referenced in the PROBABLE CAUSE determination remain active, and it certifies that it has (i) provided instruction and education concerning the Service Animal Policy to each of them and (ii) has warned each of them that a single future violation of the Policy will result in their immediate and permanent deactivation. Respondent agrees to continue to monitor those five Drivers' compliance with the Policy and further agrees to continue to provide ongoing education to those drivers as provided elsewhere in this Agreement so long as they remain active on the platform.
- b. Processes to Ensure Real-Time Compliance with Service Animal Policy: Respondent certifies that it has implemented the following policies and procedures geared at ensuring that Drivers understand their legal and policy-based obligations to transport individuals with service animals, and the consequences of violating those policies:
 1. Warning Notification for Attempted Cancellation. Assuming that the Rider has utilized the feature on Respondent's application that allows them to disclose that they are travelling with a service animal, any Driver who attempts to cancel or refuse such a ride will promptly receive a pop-up message advising that refusing to transport a rider because of the presence of a service animal is illegal and violates Respondent's policies, and that cancelling or refusing a ride for that reason may result in the Driver's immediate and permanent deactivation.
 2. Deactivation Policy. (i) If Respondent determines that a Driver knowingly refused to transport a rider with a service animal because of the presence of the service animal, the Driver will be permanently deactivated. (ii) If Respondent receives complaints plausibly alleging more than one instance where a Driver either refused to transport a rider with a service animal because of the presence of the service animal, or otherwise provided inferior service due to the presence of a service animal, the Driver will be permanently deactivated.

MDHR acknowledges that Respondent has provided it with copies of the above-described policies and

procedures. Respondent agrees that, should it substantively revise these policies and procedures during the term of this Agreement, copies of the revisions will be sent to MDHR (via email to settlementmonitoring.mdhr@state.mn.us) at the time of the next report issued pursuant to Paragraph 5, above.

7. **Payment to Charging Party.** Within 21 days of the Effective date, provided Respondent has received a signed W-9 form for Claimant's counsel and complete wire instructions in the form to be provided by Respondent, Respondent agrees to pay to Charging Party the amount of **SIXTY-THREE THOUSAND FIVE HUNDRED AND NO 100THS DOLLARS (\$63,500.00)**.

8. **Payment to the State of Minnesota.** Within thirty (30) days of the effective date of this Agreement, Respondent shall pay MDHR the amount of **ONE THOUSAND FIVE HUNDRED AND NO/100THS (\$1,500.00)** for settlement monitoring costs. The check shall be made payable to "MDHR Dispute Resolution" and shall specify the file number assigned to this charge (#74323) and be sent to the Commissioner of the Minnesota Department of Human Rights, c/o Settlement Monitoring, 540 Fairview Ave. N., Suite 201, St. Paul, MN 55104.

9. **Settlement of Claims and Release.** Charging Party, on behalf of herself and her agents, representatives, attorneys, assignees, and administrators, hereby covenants not to sue, and releases and forever discharges, Respondent, and its past and present employees, agents, insurers, officials, and officers, from **ANY AND ALL CLAIMS, ACTIONS, AND CAUSES OF ACTION**, arising under the Minnesota Human Rights Act, which Charging Party has or may have against Respondent up through the date of her signature on this Agreement. Charging Party acknowledges and specifically agrees that the Release applies to the claims encompassed in her charge. Charging Party agrees not to initiate any further legal proceedings related to the charge and agrees to dismiss any currently pending legal proceedings related to the charge. Charging Party specifically agrees to the closure of MDHR File No. 74323.

10. **Tax Responsibility.** Charging Party acknowledges that Charging Party has neither received nor relied upon any advice from Respondent, MDHR, or any of Respondent's or MDHR's attorneys or representatives, concerning the tax consequences of any payment made pursuant to this Agreement. Charging Party acknowledges that she has been advised to consult with her tax advisor about the proper tax treatment (if any) of these payments.

11. **Government Data; Public Records.** All signatories to this Agreement acknowledge that MDHR's release of information concerning this matter from the files of MDHR is governed by the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01 *et seq.*; the Minnesota Government Data Practices Act, Minn. Stat. §§ 13.03 *et seq.*; and the Official Records Act, Minn. Stat. §§ 15.17 *et seq.* All parties agree that MDHR is permitted by law to make public: (a) the terms of this Agreement, pursuant to Minn. Stat. § 363A.06, subd. 4, and (b) the information identified as public data in Minn. Stat. § 363A.35. For the avoidance of doubt, the reports and any follow-up data provided under Section 5 are not public data and will not be disclosed to any third party.

12. **Settlement Agreement.** This Agreement is binding. The parties acknowledge that they have been advised that (1) the other parties have no duty to protect their interests or advise them about their legal rights; (2) signing this Agreement may adversely affect their legal rights; and (3) they should consult an attorney before signing this Agreement if they are uncertain of their rights.

13. **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

14. **No Strict Construction.** The language used in the Agreement will be deemed to be the

language chosen by the Parties to express their mutual intent and no rule of construction will be applied against any party.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any and all other prior agreements between the Parties. No modification shall be binding on any of the parties unless it has been agreed to by the Parties in writing, signed by them and identified as an amendment to this Agreement. There are no inducements or representations leading to the execution of this Agreement except as herein explicitly contained.

16. **Voluntary and Knowing Action.** The parties to this Agreement acknowledge that they have read and understand the terms of this Agreement, that they have been represented by legal counsel or had the opportunity to retain legal counsel, and that they are voluntarily entering into this Agreement to resolve the dispute among them.

17. **Successor Liability.** The terms of this Agreement shall be binding upon the Respondent and any present and future successors and assigns during the Term.

18. **Governing Law and Venue.** Minnesota law will govern the construction and interpretation of this Agreement. No rule of strict construction shall apply against any party as all parties equally drafted the Agreement. The Parties agree that any action regarding breach, interpretation, or adherence to the terms of the Agreement shall be filed in Ramsey County District Court.

This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were the original.

The parties have caused this Agreement to be signed on the dates opposite their signatures.


CHARGING PARTY TORI ANDRES

Dated: _____

Tori Andres

RESPONDENT LYFT, INC.

Dated: 10/8/2025 _____

Signed by:


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Title: John Pellegrini, VP, Deputy General Counsel

MINNESOTA DEPARTMENT OF HUMAN RIGHTS

Dated: October 14, 2025 _____



Rebecca Lucero, Commissioner

The parties have caused this Agreement to be signed on the dates opposite their signatures.

CHARGING PARTY TORI ANDRES

Dated: Oct 07 2025

Tori Andres

Tori Andres

RESPONDENT LYFT, INC.

Dated: _____

Title: _____

MINNESOTA DEPARTMENT OF HUMAN RIGHTS

Dated: _____

Rebecca Lucero, Commissioner



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