

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Apr-16-2019 12:46 pm

Case Number: CGC-19-575293

Filing Date: Apr-16-2019 12:13

Filed by: ROSSALY DELAVEGA

Image: 06769174

COMPLAINT

**BRIAN HINSON VS. LYFT, INC.**

001C06769174

**Instructions:**

Please place this sheet on top of the document to be scanned.

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):

David W. Hall (CA 274921)

HEDIN HALL LLP

Four Embarcadero Center, Suite 1400

San Francisco, CA 94104

TELEPHONE NO.: 415/766-3534

FAX NO.: 415/402-0058

ATTORNEY FOR (Name): Plaintiff Brian Hinson

**FILED**  
San Francisco County Superior Court

APR 16 2019

CLERK OF THE COURT

BY:  Deputy Clerk

CASE NUMBER:

JUDGE:  
DEPT:

CGC - 19 - 575293

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS: 400 McAllister Street

CITY AND ZIP CODE: San Francisco, CA 94102-4514

BRANCH NAME:

CASE NAME:

Lande v. Lyft Inc.

**CIVIL CASE COVER SHEET**

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**

- ☐ **Counter** ☐ **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

**Auto Tort**

- ☐ Auto (22)  
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**

- ☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

- ☐ Wrongful termination (36)  
☐ Other employment (15)

**Contract**

- ☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

**Real Property**

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

- ☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation**  
(Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☒ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**

- ☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties  
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve  
c. ☐ Substantial amount of documentary evidence  
d. ☒ Large number of witnesses  
e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 3; violations of 15 U.S.C. 77k, 77l(a)(2), and 77o

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4/16/2019

David W. Hall

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

LYFT, INC.; LOGAN GREEN; JOHN ZIMMER;

*See attachment*  
**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**BRIAN HINSON, Individually and on Behalf of All  
Others Similarly Situated,**

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

SAN FRANCISCO SUPERIOR COURT  
400 McALLISTER - ROOM 103  
SAN FRANCISCO CA 94102-4512

CASE NUMBER:  
(Número del Caso):

GC-19-575293

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

David W. Hall (CA 27492) Term Hedin Hall LLP. 415-766-3534  
Four Embarcadero Center, Suite 1400 SF, Ca. 94104

DATE:

(Fecha)

APR 16 2019

CLERK OF THE COURT

Clerk, by

(Secretario)

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

DE LA VEGA-NAVARRO, Rossaly

## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

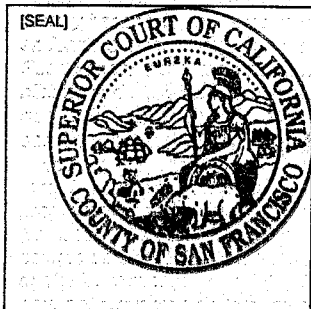
☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)



1 David W. Hall (CA 274921)  
2 **HEDIN HALL LLP**  
3 Four Embarcadero Center, Suite 1400  
4 San Francisco, CA 94104  
5 Telephone: 415/766-3534  
6 415/402-0058 (fax)  
7 dhall@hedinhall.com

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*Counsel for Plaintiff Brian Hinson*

Additional

*Defendants*

*- Attachment to Summons*

CGC-19-575293

CGC-19-575293

BRIAN ROBERTS; PRASHANT (SEAN)  
AGGARWAL; BEN HOROWITZ; VALERIE  
JARRETT; DAVID LAWEE; HIROSHI MIKITANI;  
ANN MIURA-KO; MARY AGNES (MAGGIE)  
WILDEROTTER; J.P. MORGAN SECURITIES LLC;  
CREDIT SUISSE SECURITIES (USA) LLC;  
JEFFERIES LLC; UBS SECURITIES LLC; STIFEL,  
NICOLAUS & COMPANY, INCORPORATED; RBC  
CAPITAL MARKETS, LLC; KEYBANC CAPITAL  
MARKETS INC.; COWEN AND COMPANY, LLC;  
RAYMOND JAMES & ASSOCIATES, INC.;  
CANACCORD GENUITY LLC; EVERCORE GROUP  
L.L.C.; PIPER JAFFRAY & CO.; JMP SECURITIES  
LLC; WELLS FARGO SECURITIES, LLC; KKR  
CAPITAL MARKETS LLC; ACADEMY  
SECURITIES, INC.; BLAYLOCK VAN, LLC;  
PENSERRA SECURITIES LLC; SIEBERT CISNEROS  
SHANK & CO., L.L.C.; THE WILLIAMS CAPITAL  
GROUP, L.P.; CASTLEOAK SECURITIES, L.P.; C.L.  
KING & ASSOCIATES, INC.; DREXEL HAMILTON,  
LLC; GREAT PACIFIC SECURITIES; LOOP  
CAPITAL MARKETS LLC; MISCHLER FINANCIAL  
GROUP, INC.; SAMUEL A. RAMIREZ &  
COMPANY, INC.; R. SEELAUS & CO., LLC; and  
TIGRESS FINANCIAL PARTNERS LLC,

Defendants.

CGC-19-575293

David W. Hall (CA 274921)  
**HEDIN HALL LLP**  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94104  
Telephone: 415/766-3534  
415/402-0058 (fax)  
dhall@hedinhall.com

*Counsel for Plaintiff Brian Hinson*

[Additional counsel on signature page.]

**FILED**  
San Francisco County Superior Court

APR 16 2019

CLERK OF THE COURT  
BY: *[Signature]* Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BRIAN HINSON, Individually and on Behalf of All  
Others Similarly Situated,

Plaintiff,

vs.

LYFT, INC.; LOGAN GREEN; JOHN ZIMMER;  
BRIAN ROBERTS; PRASHANT (SEAN)  
AGGARWAL; BEN HOROWITZ; VALERIE  
JARRETT; DAVID LAWEE; HIROSHI MIKITANI;  
ANN MIURA-KO; MARY AGNES (MAGGIE)  
WILDEROTTER; J.P. MORGAN SECURITIES LLC;  
CREDIT SUISSE SECURITIES (USA) LLC;  
JEFFERIES LLC; UBS SECURITIES LLC; STIFEL,  
NICOLAUS & COMPANY, INCORPORATED; RBC  
CAPITAL MARKETS, LLC; KEYBANC CAPITAL  
MARKETS INC.; COWEN AND COMPANY, LLC;  
RAYMOND JAMES & ASSOCIATES, INC.;  
CANACCORD GENUITY LLC; EVERCORE GROUP  
L.L.C.; PIPER JAFFRAY & CO.; JMP SECURITIES  
LLC; WELLS FARGO SECURITIES, LLC; KKR  
CAPITAL MARKETS LLC; ACADEMY  
SECURITIES, INC.; BLAYLOCK VAN, LLC;  
PENSERRA SECURITIES LLC; SIEBERT CISNEROS  
SHANK & CO., L.L.C.; THE WILLIAMS CAPITAL  
GROUP, L.P.; CASTLEOAK SECURITIES, L.P.; C.L.  
KING & ASSOCIATES, INC.; DREXEL HAMILTON,  
LLC; GREAT PACIFIC SECURITIES; LOOP  
CAPITAL MARKETS LLC; MISCHLER FINANCIAL  
GROUP, INC.; SAMUEL A. RAMIREZ &  
COMPANY, INC.; R. SEELAUS & CO., LLC; and  
TIGRESS FINANCIAL PARTNERS LLC,

Defendants.

CGC - 19-575293

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Brian Hinson ("Plaintiff"), individually and on behalf of all others similarly situated, by  
2 Plaintiff's undersigned attorneys, alleges the following based upon personal knowledge, as to Plaintiff and  
3 Plaintiff's own acts, and upon information and belief, as to all other matters, based on the investigation  
4 conducted by and through Plaintiff's attorneys, which included, among other things, a review of U.S.  
5 Securities and Exchange Commission ("SEC") filings, analyst and media reports, and other commentary  
6 analysis. Plaintiff's investigation into the matters alleged herein is continuing and many relevant facts are  
7 known only to, or are exclusively within the custody and control of, the Defendants (defined below).  
8 Plaintiff believes that substantial additional evidentiary support will exist for the allegations set forth  
9 herein after a reasonable opportunity for formal discovery.

10 **NATURE AND SUMMARY OF THE ACTION**

11 1. Plaintiff brings this action under §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the  
12 "Securities Act") against: (1) Lyft, Inc. ("Lyft" or the "Company"); (2) certain of the Company's senior  
13 executives and directors who signed the Registration Statement, effective as of March 28, 2019, in  
14 connection with the Company's initial public offering (the "IPO" or "Offering"); and (3) each of the  
15 investment banks that acted as underwriters for the Offering. Plaintiff alleges that the Registration  
16 Statement and the Prospectus (filed with the SEC on March 29, 2019) (collectively, the "Offering  
17 Documents"), contained materially incorrect or misleading statements and/or omitted material information  
18 that was required by law to be disclosed. Defendants are each strictly liable for such misstatements and  
19 omissions therefrom and are so liable in their capacities as signers of the Registration Statement and/or as  
20 an issuer, statutory seller, offeror, and/or underwriter of the shares sold pursuant to the Offering.

21 2. Lyft is a ridesharing company. Beginning in 2012, Lyft sought to change transportation  
22 by launching its peer-to-peer marketplace for on-demand ridesharing. Today, through its technology  
23 platform, Lyft operates a scaled network of drivers and riders, affording riders the ability to select the  
24 mode of transportation suited to their specific needs.

25 3. In November 2018, following its \$251 million acquisition of Bikeshare Holdings LLC  
26 ("Motivate"), the largest bikeshare operator in North America with a 2017 revenue of approximately \$100  
27 million, Lyft added bikes to its suite of services. According to its Form S-1 filed on March 1, 2019 with  
28 the SEC, Lyft acquired Motivate to "establish a solid foothold in the bikeshare market and offer access to

1 new transportation options on the Lyft Platform.” Pursuant to its agreement, Lyft acquired Motivate’s  
2 technology and corporate functions, including its city contracts (e.g., New York City’s “Citi Bike”).

3 4. On March 28, 2019, in what appeared to be a race against the world’s #1 ride share  
4 company, Uber Technologies, Inc. (“Uber”), to be first to list its shares on a public exchange, Lyft  
5 conducted an IPO through which it offered 32.5 million shares to the public at a price of \$72.00 per share  
6 for anticipated total proceeds of over \$2.275 billion.

7 5. According to the Registration Statement and Prospectus filed in connection with the IPO,  
8 Lyft estimated that its ridesharing marketplace “is available to over 95% of the U.S. population, as well  
9 as in select cities in Canada.” Lyft also asserted that its “U.S. ridesharing market share was 39% in  
10 December 2018, up from 22% in December 2016.”

11 6. Lyft’s focus on its market share gain and position were key selling points to IPO investors  
12 and reiterated again in a CNBC interview with Lyft co-founders, Defendants Logan Green (“Green”) and  
13 John Zimmer (“Zimmer”), on the same day as the Company’s IPO.

14 7. Unbeknownst to investors, however, the Registration Statement’s representations were  
15 materially inaccurate, misleading, and/or incomplete because they failed to disclose, *inter alia*, that:  
16 (1) more than 1,000 of the bicycles in Lyft’s rideshare program suffered from safety issues that would  
17 lead to their recall; and (2) Lyft’s claimed ridesharing market position was overstated. Accordingly, the  
18 price of the Company’s shares was artificially and materially inflated at the time of the Offering.

19 8. As the true facts emerged in the wake of the Offering, the Company’s shares fell sharply  
20 to under \$57.00 on April 15, 2019.

21 9. By this action, Plaintiff, on behalf of himself and the other Class (defined below) members,  
22 who also acquired the Company’s shares pursuant or traceable to the Offering, now seeks to obtain a  
23 recovery for the damages suffered as a result of Defendants’ violations of the Securities Act, as alleged  
24 herein.

25 10. The claims asserted herein are purely strict liability and negligence claims. Plaintiff  
26 expressly eschews any allegation sounding in fraud.

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**JURISDICTION AND VENUE**

11. This Court has original subject matter jurisdiction over this action pursuant to the California Constitution, Article VI, §10. Removal is barred by §22 of the Securities Act, 15 U.S.C. §77v.

12. This Court has personal jurisdiction over each Defendant named herein because each conducted business in, resided in, and/or was a citizen of California at the time of the Offering.

13. Venue is proper because Lyft is headquartered in this County.

**PARTIES**

**A. Plaintiff**

14. Plaintiff Brian Hinson purchased shares of the Company's common stock that were issued pursuant and traceable to the Registration Statement and Offering and was damaged thereby.

**B. Defendants**

15. Defendant Lyft is a transportation network company based in San Francisco, California and operates throughout the United States and in parts of Canada. Through the Lyft mobile platform, Lyft operates a peer-to-peer marketplace for on-demand ridesharing, including access to motor vehicles, shared bikes, and shared scooters. Lyft's shares are listed and trade on the NASDAQ under the ticker symbol "LYFT."

16. At the time of the IPO, Defendant Green, who co-founded the Company with Defendant Zimmer, was serving as Chief Executive Officer and as a director on Lyft's board of directors (the "Board"). Defendant Green participated in the preparation of and signed the Registration Statement.

17. At the time of the IPO, Defendant Zimmer, who co-founded the Company with Defendant Green, was serving as President and Vice Chairman of the Board. Defendant Zimmer participated in the preparation of and signed the Registration Statement.

18. At the time of the IPO, Defendant Brian Roberts ("Roberts") was serving as Chief Financial Officer. Defendant Roberts participated in the preparation of and signed the Registration Statement.

19. At the time of the IPO, Defendant Prashant (Sean) Aggarwal ("Aggarwal") was serving as Chairman of the Lyft Board. Defendant Aggarwal participated in the preparation of and signed the Registration Statement.



20. At the time of the IPO, Defendant Ben Horowitz ("Horowitz") was a director on the Lyft Board. Defendant Horowitz participated in the preparation of and signed the Registration Statement.

21. At the time of the IPO, Defendant Valerie Jarrett ("Jarrett") was a director on the Lyft Board. Defendant Jarrett participated in the preparation of and signed the Registration Statement.

22. At the time of the IPO, Defendant David Lawee ("Lawee") was a director on the Lyft Board. Defendant Lawee participated in the preparation of and signed the Registration Statement.

23. At the time of the IPO, Defendant Hiroshi Mikitani ("Mikitani") was a director on the Lyft Board. Defendant Mikitani participated in the preparation of and signed the Registration Statement.

24. At the time of the IPO, Defendant Ann Miura-Ko ("Miura-Ko") was a director on the Lyft Board. Defendant Miura-Ko participated in the preparation of and signed the Registration Statement.

25. At the time of the IPO, Defendant Mary Agnes (Maggie) Wilderotter ("Wilderotter") was a director on the Lyft Board. Defendant Wilderotter participated in the preparation of and signed the Registration Statement.

26. Defendants Green, Zimmer, Roberts, Aggarwal, Horowitz, Jarrett, Lawee, Mikitani, Miura-Ko, and Wilderotter are collectively referred to herein as the "Individual Defendants."

27. The following underwriters were also instrumental in soliciting and making the stock offered in the IPO available to the investing public:

Name	Number of Shares
J.P. Morgan Securities LLC	10,400,000
Credit Suisse Securities (USA) LLC	8,775,000
Jefferies LLC	4,387,500
UBS Securities LLC	1,982,500
Stifel, Nicolaus & Company, Incorporated	1,300,000
RBC Capital Markets, LLC	1,462,500
KeyBanc Capital Markets Inc.	1,462,500
Cowen and Company, LLC	325,000
Raymond James & Associates, Inc.	325,000
Canaccord Genuity LLC	260,000
Evercore Group L.L.C.	260,000
Piper Jaffray & Co.	260,000
JMP Securities LLC	227,500
Wells Fargo Securities, LLC	227,500
KKR Capital Markets LLC	81,250
Academy Securities, Inc.	65,000

Name	Number of Shares
Blaylock Van, LLC	65,000
Penserra Securities LLC	65,000
Siebert Cisneros Shank & Co., L.L.C.	65,000
The Williams Capital Group, L.P.	65,000
CastleOak Securities, L.P.	48,750
C.L. King & Associates, Inc.	48,750
Drexel Hamilton, LLC	48,750
Great Pacific Securities	48,750
Loop Capital Markets LLC	48,750
Mischler Financial Group, Inc.	48,750
Samuel A. Ramirez & Company, Inc.	48,750
R. Seelaus & Co., LLC	48,750
Tigress Financial Partners LLC	48,750

28. Defendant J.P. Morgan Securities LLC ("J.P. Morgan") was an underwriter of the Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the Company's false and misleading Registration Statement and Prospectus. J.P. Morgan acted as a representative of all the underwriters. J.P. Morgan also participated in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual Defendants who participated in the roadshow, including lodging and travel, among other expenses. J.P. Morgan's participation in the solicitation of the Offering was motivated by its financial interests. Defendant J.P. Morgan conducts business in the state of California.

29. Defendant Credit Suisse Securities (USA) LLC ("Credit Suisse") was an underwriter of the Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the Company's false and misleading Registration Statement and Prospectus. Credit Suisse acted as a representative of all the underwriters. Credit Suisse also participated in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual Defendants who participated in the roadshow, including lodging and travel, among other expenses. Credit Suisse's participation in the solicitation of the Offering was motivated by its financial interests. Defendant Credit Suisse conducts business in the state of California.

30. Defendant Jefferies LLC ("Jefferies") was an underwriter of the Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the Company's

1 false and misleading Registration Statement and Prospectus. Jefferies acted as a representative of all the  
2 underwriters. Jefferies also participated in conducting and promoting the roadshow for the Offering and  
3 paying for the expenses of the Individual Defendants who participated in the roadshow, including lodging  
4 and travel, among other expenses. Jefferies's participation in the solicitation of the Offering was  
5 motivated by its financial interests. Defendant Jefferies conducts business in the state of California.

6 31. Defendant UBS Securities LLC ("UBS") was an underwriter of the Company's Offering,  
7 serving as a financial advisor for and assisting in the preparation and dissemination of the Company's  
8 false and misleading Registration Statement and Prospectus. UBS also participated in conducting and  
9 promoting the roadshow for the Offering and paying for the expenses of the Individual Defendants who  
10 participated in the roadshow, including lodging and travel, among other expenses. UBS's participation in  
11 the solicitation of the Offering was motivated by its financial interests. Defendant UBS conducts business  
12 in the state of California.

13 32. Defendant Stifel, Nicolaus & Company, Incorporated ("Stifel Nicolaus") was an  
14 underwriter of the Company's Offering, serving as a financial advisor for and assisting in the preparation  
15 and dissemination of the Company's false and misleading Registration Statement and Prospectus. Stifel  
16 Nicolaus also participated in conducting and promoting the roadshow for the Offering and paying for the  
17 expenses of the Individual Defendants who participated in the roadshow, including lodging and travel,  
18 among other expenses. Stifel Nicolaus's participation in the solicitation of the Offering was motivated by  
19 its financial interests. Defendant Stifel Nicolaus conducts business in the state of California.

20 33. Defendant RBS Capital Markets, LLC ("RBS") was an underwriter of the Company's  
21 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
22 Company's false and misleading Registration Statement and Prospectus. RBS also participated in  
23 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
24 Defendants who participated in the roadshow, including lodging and travel, among other expenses. RBS's  
25 participation in the solicitation of the Offering was motivated by its financial interests. Defendant RBS  
26 conducts business in the state of California.

27 34. Defendant KeyBanc Capital Markets Inc. ("KeyBanc") was an underwriter of the  
28 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination

1 of the Company's false and misleading Registration Statement and Prospectus. KeyBanc also participated  
2 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 KeyBanc's participation in the solicitation of the Offering was motivated by its financial interests.  
5 Defendant KeyBanc conducts business in the state of California.

6 35. Defendant Cowen and Company, LLC ("Cowen") was an underwriter of the Company's  
7 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
8 Company's false and misleading Registration Statement and Prospectus. Cowen also participated in  
9 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
10 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
11 Cowen's participation in the solicitation of the Offering was motivated by its financial interests.  
12 Defendant Cowen conducts business in the state of California.

13 36. Defendant Raymond James & Associates, Inc. ("Raymond James") was an underwriter of  
14 the Company's Offering, serving as a financial advisor for and assisting in the preparation and  
15 dissemination of the Company's false and misleading Registration Statement and Prospectus. Raymond  
16 James also participated in conducting and promoting the roadshow for the Offering and paying for the  
17 expenses of the Individual Defendants who participated in the roadshow, including lodging and travel,  
18 among other expenses. Raymond James's participation in the solicitation of the Offering was motivated  
19 by its financial interests. Defendant Raymond James conducts business in the state of California.

20 37. Defendant Canaccord Genuity LLC ("Canaccord") was an underwriter of the Company's  
21 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
22 Company's false and misleading Registration Statement and Prospectus. Canaccord also participated in  
23 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
24 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
25 Canaccord's participation in the solicitation of the Offering was motivated by its financial interests.  
26 Defendant Canaccord conducts business in the state of California.

27 38. Defendant Evercore Group L.L.C. ("Evercore") was an underwriter of the Company's  
28 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the

1 Company's false and misleading Registration Statement and Prospectus. Evercore also participated in  
2 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 Evercore's participation in the solicitation of the Offering was motivated by its financial interests.  
5 Defendant Evercore conducts business in the state of California.

6 39. Defendant Piper Jaffray & Co. ("Piper Jaffray") was an underwriter of the Company's  
7 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
8 Company's false and misleading Registration Statement and Prospectus. Piper Jaffray also participated  
9 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
10 Defendants who participated in the roadshow, including lodging and travel, among other expenses. Piper  
11 Jaffray's participation in the solicitation of the Offering was motivated by its financial interests.  
12 Defendant Piper Jaffray conducts business in the state of California.

13 40. Defendant JMP Securities LLC ("JMP") was an underwriter of the Company's Offering,  
14 serving as a financial advisor for and assisting in the preparation and dissemination of the Company's  
15 false and misleading Registration Statement and Prospectus. JMP also participated in conducting and  
16 promoting the roadshow for the Offering and paying for the expenses of the Individual Defendants who  
17 participated in the roadshow, including lodging and travel, among other expenses. JMP's participation in  
18 the solicitation of the Offering was motivated by its financial interests. Defendant JMP conducts business  
19 in the state of California.

20 41. Defendant Wells Fargo Securities, LLC ("Wells Fargo") was an underwriter of the  
21 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination  
22 of the Company's false and misleading Registration Statement and Prospectus. Wells Fargo also  
23 participated in conducting and promoting the roadshow for the Offering and paying for the expenses of  
24 the Individual Defendants who participated in the roadshow, including lodging and travel, among other  
25 expenses. Well Fargo's participation in the solicitation of the Offering was motivated by its financial  
26 interests. Defendant Wells Fargo conducts business in the state of California.

27 42. Defendant KKR Capital Markets LLC ("KKR") was an underwriter of the Company's  
28 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the

1 Company's false and misleading Registration Statement and Prospectus. KKR also participated in  
2 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 KKR's participation in the solicitation of the Offering was motivated by its financial interests. Defendant  
5 KKR conducts business in the state of California.

6 43. Defendant Academy Securities, Inc. ("Academy") was an underwriter of the Company's  
7 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
8 Company's false and misleading Registration Statement and Prospectus. Academy also participated in  
9 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
10 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
11 Academy's participation in the solicitation of the Offering was motivated by its financial interests.  
12 Defendant Academy conducts business in the state of California.

13 44. Defendant Blaylock Van, LLC ("Blaylock") was an underwriter of the Company's  
14 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
15 Company's false and misleading Registration Statement and Prospectus. Blaylock also participated in  
16 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
17 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
18 Blaylock's participation in the solicitation of the Offering was motivated by its financial interests.  
19 Defendant Blaylock conducts business in the state of California.

20 45. Defendant Penserra Securities LLC ("Penserra") was an underwriter of the Company's  
21 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
22 Company's false and misleading Registration Statement and Prospectus. Penserra also participated in  
23 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
24 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
25 Penserra's participation in the solicitation of the Offering was motivated by its financial interests.  
26 Defendant Penserra conducts business in the state of California.

27 46. Defendant Siebert Cisneros Shank & Co., L.L.C ("Siebert") was an underwriter of the  
28 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination

1 of the Company's false and misleading Registration Statement and Prospectus. Siebert also participated  
2 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 Siebert's participation in the solicitation of the Offering was motivated by its financial interests.  
5 Defendant Siebert conducts business in the state of California.

6 47. Defendant The Williams Capital Group, L.P. ("Williams Capital") was an underwriter of  
7 the Company's Offering, serving as a financial advisor for and assisting in the preparation and  
8 dissemination of the Company's false and misleading Registration Statement and Prospectus. Williams  
9 Capital also participated in conducting and promoting the roadshow for the Offering and paying for the  
10 expenses of the Individual Defendants who participated in the roadshow, including lodging and travel,  
11 among other expenses. Williams Capital's participation in the solicitation of the Offering was motivated  
12 by its financial interests. Defendant Williams Capital conducts business in the state of California.

13 48. Defendant CastleOak Securities, L.P. ("CastleOak") was an underwriter of the Company's  
14 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
15 Company's false and misleading Registration Statement and Prospectus. CastleOak also participated in  
16 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
17 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
18 CastleOak's participation in the solicitation of the Offering was motivated by its financial interests.  
19 Defendant CastleOak conducts business in the state of California.

20 49. Defendant C.L. King & Associates, Inc. ("C.L. King") was an underwriter of the  
21 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination  
22 of the Company's false and misleading Registration Statement and Prospectus. C.L. King also  
23 participated in conducting and promoting the roadshow for the Offering and paying for the expenses of  
24 the Individual Defendants who participated in the roadshow, including lodging and travel, among other  
25 expenses. C.L. King's participation in the solicitation of the Offering was motivated by its financial  
26 interests. Defendant C.L. King conducts business in the state of California.

27 50. Defendant Drexel Hamilton, LLC ("Drexel") was an underwriter of the Company's  
28 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the

1 Company's false and misleading Registration Statement and Prospectus. Drexel also participated in  
2 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 Drexel's participation in the solicitation of the Offering was motivated by its financial interests. Defendant  
5 Drexel conducts business in the state of California.

6 51. Defendant Great Pacific Securities ("Great Pacific") was an underwriter of the Company's  
7 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
8 Company's false and misleading Registration Statement and Prospectus. Great Pacific also participated  
9 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
10 Defendants who participated in the roadshow, including lodging and travel, among other expenses. Great  
11 Pacific's participation in the solicitation of the Offering was motivated by its financial interests.  
12 Defendant Great Pacific conducts business in the state of California.

13 52. Defendant Loop Capital Markets LLC ("Loop Capital") was an underwriter of the  
14 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination  
15 of the Company's false and misleading Registration Statement and Prospectus. Loop Capital also  
16 participated in conducting and promoting the roadshow for the Offering and paying for the expenses of  
17 the Individual Defendants who participated in the roadshow, including lodging and travel, among other  
18 expenses. Loop Capital's participation in the solicitation of the Offering was motivated by its financial  
19 interests. Defendant Loop Capital conducts business in the state of California.

20 53. Defendant Mischler Financial Group, Inc. ("Mischler") was an underwriter of the  
21 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination  
22 of the Company's false and misleading Registration Statement and Prospectus. Mischler also participated  
23 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
24 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
25 Mischler's participation in the solicitation of the Offering was motivated by its financial interests.  
26 Defendant Mischler conducts business in the state of California.

27 54. Defendant Samuel A. Ramirez & Company, Inc. ("Ramirez") was an underwriter of the  
28 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination



1 of the Company's false and misleading Registration Statement and Prospectus. Ramirez also participated  
2 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
3 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
4 Ramirez's participation in the solicitation of the Offering was motivated by its financial interests.  
5 Defendant Ramirez conducts business in the state of California.

6 55. Defendant R. Seelaus & Co, LLC ("Seelaus") was an underwriter of the Company's  
7 Offering, serving as a financial advisor for and assisting in the preparation and dissemination of the  
8 Company's false and misleading Registration Statement and Prospectus. Seelaus also participated in  
9 conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
10 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
11 Seelaus's participation in the solicitation of the Offering was motivated by its financial interests.  
12 Defendant Seelaus conducts business in the state of California.

13 56. Defendant Tigress Financial Partners LLC ("Tigress") was an underwriter of the  
14 Company's Offering, serving as a financial advisor for and assisting in the preparation and dissemination  
15 of the Company's false and misleading Registration Statement and Prospectus. Tigress also participated  
16 in conducting and promoting the roadshow for the Offering and paying for the expenses of the Individual  
17 Defendants who participated in the roadshow, including lodging and travel, among other expenses.  
18 Tigress's participation in the solicitation of the Offering was motivated by its financial interests.  
19 Defendant Tigress conducts business in the state of California.

20 57. Defendants listed in ¶¶28-56 are collectively referred to herein as the "Underwriter  
21 Defendants." Lyft, the Individual Defendants, and the Underwriter Defendants are collectively referred  
22 to herein as the "Defendants."

23 58. Pursuant to the Securities Act, the Underwriter Defendants are liable for the false and  
24 misleading statements in the Offering's Registration Statement and Prospectus. The Underwriter  
25 Defendants' failure to conduct adequate due diligence investigations was a substantial factor leading to  
26 the harm complained of herein.

1        59.     The Underwriter Defendants are primarily investment banking houses that specialize, *inter*  
2 *alia*, in underwriting public offerings of securities. As the underwriters of the Offering, the Underwriter  
3 Defendants earned lucrative underwriting fees as a result of their participation in the Offering.

4        60.     In addition, the Underwriter Defendants met with potential investors and presented highly  
5 favorable, but materially incorrect and/or materially misleading, information about the Company, its  
6 business, products, plans, and financial prospects, and/or omitted to disclose material information required  
7 to be disclosed under the federal securities laws and applicable regulations promulgated thereunder.

8        61.     Representatives of the Underwriter Defendants also assisted the Company and Individual  
9 Defendants in planning the Offering. They further purported to conduct an adequate and reasonable  
10 investigation into the business, operations, products, and plans of the Company, an undertaking known as  
11 a “due diligence” investigation. During the course of their “due diligence,” the Underwriter Defendants  
12 had continual access to confidential corporate information concerning the Company’s business, financial  
13 condition, products, plans, and prospects.

14        62.     In addition to having access to internal corporate documents, the Underwriter Defendants  
15 and/or their agents, including their counsel, had access to the Company’s lawyers, management, directors,  
16 and top executives to determine: (i) the strategy to best accomplish the Offering; (ii) the terms of the  
17 Offering, including the price at which the Company’s common stock would be sold; (iii) the language to  
18 be used in the Registration Statement; (iv) what disclosures about the Company would be made in the  
19 Registration Statement; and (v) what responses would be made to the SEC in connection with its review  
20 of the Registration Statement. As a result of those constant contacts and communications between the  
21 Underwriter Defendants’ representatives and the Company’s management and top executives, at a  
22 minimum, the Underwriter Defendants should have known of the Company’s undisclosed existing  
23 problems and plans and the material misstatements and omissions contained in the Registration Statement,  
24 as detailed herein.

25        63.     The Underwriter Defendants caused the Registration Statement to be filed with the SEC  
26 and declared effective in connection with offers and sales of the Company’s shares pursuant and/or  
27 traceable to the Offering and relevant offering materials, including to Plaintiff and the Class.

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**SUBSTANTIVE ALLEGATIONS**

64. The Registration Statement and Prospectus used to effectuate Lyft's IPO was false and misleading in that it misled investors with respect to the Company's actual national market share and safety issues regarding the Company's bikesharing business, all of which were known to, but concealed by, Defendants at the time of the IPO.

65. The Registration Statement made the following representations concerning Lyft's business and market share:

Our values, brand, innovation and focused execution have driven significant growth in market share and in the number of users on our platform. As ridesharing becomes more mainstream, we believe that users are increasingly choosing a ridesharing platform based on brand affinity and value alignment. ***Our U.S. ridesharing market share was 39% in December 2018, up from 22% in December 2016.*** This growth comes from both new drivers and riders as well as increased ride frequency. For the quarter ended December 31, 2018, we had 18.6 million Active Riders and over 1.1 million drivers who provided rides.<sup>1</sup>

Our revenue was \$343.3 million, \$1.1 billion and \$2.2 billion in 2016, 2017 and 2018, respectively, representing year-over-year growth of 209% from 2016 to 2017 and 103% from 2017 to 2018.

[Emphasis added.]

66. The Registration Statement reaffirmed these representations by making the following statements concerning Lyft's business and market share:

We operate in a competitive market and must continue to compete effectively in order to grow, improve our results of operations and achieve and maintain long-term profitability. We are one of the largest and fastest-growing multimodal transportation networks in the United States and Canada. Our main ridesharing competitors in the United States and Canada include Uber, Gett (Juno) and Via. Our main competitors in the bike and scooter sharing market include Uber (Jump), Lime and Bird. We also compete with taxi cab and livery companies, traditional automotive manufacturers and developers of autonomous vehicle technology that may compete with us in the future, including Alphabet (Waymo). ***Although we face intense competition, our values, brand, innovation and focused execution have driven increased ridesharing market share in the United States, growing from 22% in December 2016 to 39% in December 2018.***

[Emphasis added.]

<sup>1</sup> According to the Registration Statement, "Active Riders" is defined as "all riders who take at least one ride on [Lyft's] multimodal platform through the Lyft app during a quarter." Importantly, for Lyft's "acquired businesses, including Motivate, only riders that have taken a ride or rented a bike or scooter through [the] Lyft app during the quarter will count as an Active Rider."

1       67.    The Registration Statement also addressed Motivate, making the following representations  
2 concerning the purpose behind the Company's acquisition of the bikesharing outfit:

3               We are investing in the expansion of our scooter network and have  
4 expanded into shared bikes with our recent acquisition of Motivate, the  
largest bike sharing platform in the United States.

5                               \* \* \*

6               On November 30, 2018 (the Closing Date), the Company completed its  
7 acquisition of Motivate, a New York-headquartered bikeshare company, for  
cash consideration of \$250.9 million. ***The purpose of the acquisition is to***  
8 ***establish a solid foothold in the bikeshare market*** and offer access to new  
transportation options on the Lyft Platform.

9                               \* \* \*

10              Lyft bikes are standard and electric pedal-assist bicycles. ***Through our***  
11 ***acquisition of Motivate, the largest bike sharing platform in the United***  
12 ***States, we are well-positioned to lead sustainable mobility in the markets***  
13 ***we serve.*** This platform brings expertise in managing bike share systems in  
partnership with cities and local governments across the country, currently  
operating in nine major cities across the United States. ***In 2017, there were***  
14 ***more than 35 million bike share trips in the United States, of which 74%***  
***were on Motivate systems.***

15 [Emphasis added.]

16       68.    The foregoing statements were materially inaccurate, misleading, and/or incomplete  
17 because they failed to disclose, *inter alia*, that: (1) more than 1,000 of the bicycles in Lyft's rideshare  
18 program suffered from safety issues that would lead to their recall; and (2) Lyft's claimed ridesharing  
19 position was overstated.

20       69.    For the foregoing reasons, in addition to being false and misleading because of affirmative  
21 false and misleading statements and omissions, Lyft's Offering Documents were also misleading for  
22 failing to disclose the truth about the Company's market share and how and why its bikesharing business  
23 was not performing in violation of 17 C.F.R. § 229.303 ("Item 303"). The Offering Documents also failed  
24 to adequately describe the risks posed thereby in violation of 17 C.F.R. §229.503 ("Item 503"). Further,  
25 Defendants' omissions rendered false and misleading the Offering Documents' many references to known  
26 risks that "*if*" occurring "*might*" or "*could*" affect the Company. [Emphasis added.] In truth, the  
27 purported "risks" were already materializing at the time of the Offering.  
28

1       70. The true facts regarding the Offering Documents began to emerge after the Offering. In  
2 the immediate wake of the Offering, Lyft's stock price declined as investors raised concerns that Lyft's  
3 reported market share may have been overstated. Investor concerns were exacerbated on April 10, 2019,  
4 by reports that Uber, Lyft's much larger competitor, was preparing to file for an initial public offering.

5       71. Then, on April 11, 2019, after the close of the market, Uber filed its Form S-1 with the  
6 SEC. Uber's Form S-1 claimed a market share of greater than 65% in the United States and Canada, a  
7 claim that further undermined Lyft's purported claim of 39% market share.

8       72. Further, on April 15, 2019, the *New York Times* reported that Citi Bike was pulling 1,000  
9 bicycles in New York, and more in Washington, D.C., and San Francisco, California, in the wake of  
10 dozens of reported injuries and safety concerns.

11       73. In fact, as reported by the *Wall Street Journal* on April 16, 2019, roughly 15% of the  
12 Company's fleet of bikes were pulled. This resulted in a 6.3% drop in the Company's share price on April  
13 15, 2019, alone.

14       74. In response to these revelations, the Company's shares fell sharply to around \$57.00.

15                   **PLAINTIFF'S CLASS ACTION ALLEGATIONS**

16       75. Plaintiff brings this action as a class action on behalf of a class consisting of all those who  
17 purchased the Company's common stock pursuant or traceable to the Company's Offering and  
18 Registration Statement and who were damaged thereby (the "Class"). Excluded from the Class are  
19 Defendants; the officers and directors of the Company, at all relevant times; members of their immediate  
20 families and their legal representatives, heirs, successors, or assigns; and any entity in which Defendants  
21 have or had a controlling interest.

22       76. The members of the Class are so numerous that joinder of all members is impracticable.  
23 While the exact number of Class members is unknown to Plaintiff at this time, and can only be ascertained  
24 through appropriate discovery, Plaintiff believes that there are thousands of members of the proposed  
25 Class. The members of the proposed Class may be identified from records maintained by the Company  
26 or its transfer agent and may be notified of the pendency of this action by mail, using customary forms of  
27 notice that are commonly used in securities class actions.

1 77. Plaintiff's claims are typical of the claims of the members of the Class, as all members of  
2 the Class are similarly affected by Defendants' wrongful conduct.

3 78. Plaintiff will fairly and adequately protect the interests of the members of the Class and  
4 have retained counsel competent and experienced in class and securities litigation.

5 79. Common questions of law and fact exist as to all members of the Class and predominate  
6 over any questions solely affecting individual members of the Class. Among the questions of law and fact  
7 common to the Class are:

- 8 (a) whether the federal securities laws were violated by Defendants' acts, as alleged  
9 herein;  
10 (b) whether the Prospectus and Registration Statement contained materially false and  
11 misleading statements and omissions; and  
12 (c) to what extent Plaintiff and the other members of the Class have sustained damages  
13 and the proper measure of such damages.

14 80. A class action is superior to all other available methods for the fair and efficient  
15 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the  
16 damages suffered by individual Class members may be relatively small, the expense and burden of  
17 individual litigation make it impossible for members of the Class to individually redress the wrongs done  
18 to them. There will be no difficulty in the management of this action as a class action.

19 **FIRST CLAIM**  
20 **Violations of §11 of the Securities Act**  
21 **Against All Defendants**

22 81. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth  
23 herein.

24 82. This claim is brought pursuant to §11 of the Securities Act, 15 U.S.C. §77k, on behalf of  
25 the Class, against each of the Defendants.

26 83. The Registration Statement was inaccurate and misleading, contained untrue statements of  
27 material facts, omitted facts necessary to make the statements made therein not misleading, and omitted  
28 to state material facts required to be stated therein.

1       84.     The Company is the issuer of the securities purchased by Plaintiff and the Class. As such,  
2 the Company is strictly liable for the materially inaccurate statements contained in the Registration  
3 Statement and the failure of the Registration Statement to be complete and accurate.

4       85.     The Individual Defendants each signed the Registration Statement. As such, each is strictly  
5 liable for the materially inaccurate statements contained in the Registration Statement and the failure of  
6 the Registration Statement to be complete and accurate, unless they are able to carry their burden of  
7 establishing an affirmative "due diligence" defense. The Individual Defendants each had a duty to make  
8 a reasonable and diligent investigation of the truthfulness and accuracy of the statements contained in the  
9 Registration Statement and ensure that they were true and accurate, there were no omissions of material  
10 facts that would make the Registration Statement misleading, and the document contained all facts  
11 required to be stated therein. In the exercise of reasonable care, the Individual Defendants should have  
12 known of the material misstatements and omissions contained in the Registration Statement and also  
13 should have known of the omissions of material fact necessary to make the statements made therein not  
14 misleading. Accordingly, the Individual Defendants are liable to Plaintiff and the Class.

15       86.     The Underwriter Defendants each served as underwriters in connection with the Offering.  
16 As such, each is strictly liable for the materially inaccurate statements contained in the Registration  
17 Statement and the failure of the Registration Statement to be complete and accurate, unless they are able  
18 to carry their burden of establishing an affirmative "due diligence" defense. The Underwriter Defendants  
19 each had a duty to make a reasonable and diligent investigation of the truthfulness and accuracy of the  
20 statements contained in the Registration Statement. They had a duty to ensure that such statements were  
21 true and accurate, there were no omissions of material facts that would make the Registration Statement  
22 misleading, and the documents contained all facts required to be stated therein. In the exercise of  
23 reasonable care, the Underwriter Defendants should have known of the material misstatements and  
24 omissions contained in the Registration Statement and also should have known of the omissions of  
25 material facts necessary to make the statements made therein not misleading. Accordingly, each of the  
26 Underwriter Defendants is liable to Plaintiff and the Class.

27       87.     By reasons of the conduct herein alleged, each Defendant violated §11 of the Securities Act.  
28

88. Plaintiff acquired the Company's common stock pursuant or traceable to the Registration Statement and without knowledge of the untruths and/or omissions alleged herein. Plaintiff sustained damages, and the price of the Company's common stock declined substantially due to material misstatements in the Registration Statement.

89. This claim is brought within one year after the discovery of the untrue statements and omissions and within three years of the date of the Offering.

90. By virtue of the foregoing, Plaintiff and the other members of the Class are entitled to damages under §11, as measured by the provisions of §11(e), from the Defendants and each of them, jointly and severally.

**SECOND CLAIM**  
**Violations of §12(a)(2) of the Securities Act**  
**Against All Defendants**

91. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

92. This claim is brought pursuant to §12(a)(2) of the Securities Act, 15 U.S.C. §77l(a)(2), on behalf of the Class, against each of the Defendants.

93. Defendants were sellers, offerors, and/or solicitors of purchasers of the Company's securities offered pursuant to the Offering. Defendants issued, caused to be issued, and signed the Registration Statement in connection with the Offering. The Registration Statement was used to induce investors, such as Plaintiff and the other members of the Class, to purchase the Company's shares.

94. The Registration Statement contained untrue statements of material facts, omitted to state other facts necessary to make the statements made not misleading, and omitted material facts required to be stated therein. Defendants' acts of solicitation included participating in the preparation of the false and misleading Registration Statement.

95. As set forth more specifically above, the Registration Statement contained untrue statements of material facts and omitted to state material facts necessary in order to make the statements, in light of circumstances in which they were made, not misleading.

96. Plaintiff and the other Class members did not know, nor could they have known, of the untruths or omissions contained in the Registration Statement.



97. The Defendants were obligated to make a reasonable and diligent investigation of the statements contained in the Registration Statement to ensure that such statements were true and that there was no omission of material fact required to be stated in order to make the statements contained therein not misleading. None of the Defendants made a reasonable investigation or possessed reasonable grounds for the belief that the statements contained in the Registration Statement were accurate and complete in all material respects. Had they done so, these Defendants could have known of the material misstatements and omissions alleged herein.

98. By reason of the conduct alleged herein, Defendants violated §12(a)(2) of the Securities Act. As a direct and proximate result of such violations, Plaintiff and the other members of the Class, who purchased Lyft shares pursuant to the Prospectus, sustained substantial damages in connection with their purchases of the shares. Accordingly, Plaintiff and the other members of the Class, who hold the Lyft shares issued pursuant to the Prospectus, have the right to rescind and hereby tender their Lyft shares to Defendants. Class members who have sold their Lyft shares seek damages, disgorgement, and additional remedies to the extent permitted by law.

99. This claim is brought within one year after discovery of the untrue statements and omissions in the Registration Statement and within three years after the Company's shares were sold to the Class in connection with the Offering.

**THIRD CLAIM**  
**For Violation of §15 of the Securities Act  
Against the Individual Defendants**

100. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

101. This claim is brought pursuant to §15 of the Securities Act, 15 U.S.C. §77o, on behalf of the Class, against the Individual Defendants.

102. The Individual Defendants were controlling persons of the Company within the meaning of §15 of the Securities Act. By reason of their ownership interest in, senior management positions at, and/or directorships held at the Company, as alleged above, these Defendants invested in, individually and collectively, had the power to influence, and exercised same over the Company to cause it to engage in the conduct complained of herein.

1 103. By reason of such wrongful conduct, the Individual Defendants are liable pursuant to §15  
2 of the Securities Act. As a direct and proximate result of the wrongful conduct, Class members suffered  
3 damages in connection with their purchases of the Company's shares.

4 **REQUEST FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as follows:

6 A. Certifying this action as a class action, appointing Plaintiff as a Class Representative, and  
7 appointing Plaintiff's counsel Class Counsel;

8 B. Awarding damages in favor of Plaintiff and the Class against all Defendants, jointly and  
9 severally, in an amount to be proven at trial, including interest thereon;

10 C. Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action,  
11 including counsel fees and expert fees; and

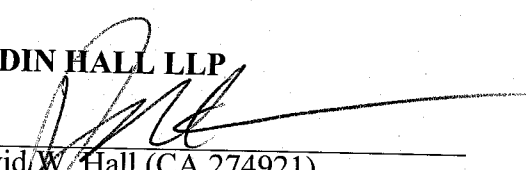
12 D. Awarding rescission, disgorgement, or such other equitable or injunctive relief as deemed  
13 appropriate by the Court.

14 **JURY TRIAL DEMANDED**

15 Plaintiff hereby demands a trial by jury.

16 Dated: April 15, 2019

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