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6 UNITED STATES DISTRICT COURT
7 NORTHERN DISTRICT OF CALIFORNIA
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9 SAN FRANCISCO DIVISION

10 IN RE: LYFT, INC. PASSENGER SEXUAL
11 ASSAULT LITIGATION

MDL No. 3171

Case No. 3:26-md-03171-RFL

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13 This Document Relates to:
14 ALL ACTIONS
15

~~PROPOSED~~ PRETRIAL ORDER NO. 9
APPOINTMENT OF FOUAD KURDI AS
SPECIAL SETTLEMENT MASTER

16 The Court having determined that the appointment of a Special Settlement Master is appropriate
17 to facilitate settlement discussions among all parties to this multi-district litigation, hereby enters this
18 Order pursuant to Federal Rule of Civil Procedure 53, and consistent with Pretrial Order No. 2 (Dkt. No.
19 77), confirming the appointment of Fouad Kurdi of Resolutions LLC as Special Settlement Master. This
20 Order supplements the Court's prior appointment of Mr. Kurdi, and sets forth the duties, authority, and
21 responsibilities attendant to that appointment.

22 1. Mr. Kurdi's authority is limited to facilitating settlement discussions. Mr. Kurdi will not
23 adjudicate, or assist the Court with adjudicating, any issues in this consolidated proceeding or any
24 individual action in the proceeding.

25 2. The Settlement Process

26 a. As Special Settlement Master, Mr. Kurdi has the authority to schedule at his
27 discretion any settlement discussions; to decide who shall participate in the discussions, including what
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1 party representatives are needed; and to choose where and how the discussions are to occur, including
2 whether and to what extent such negotiations should include Plaintiffs' Co-Lead Counsel, as contemplated
3 by Pretrial Order No. 8.

4 b. Mr. Kurdi, all counsel and parties, and any other persons participating in settlement
5 discussions shall treat as "confidential information" the contents of any written or oral statements or other
6 settlement-related communications, anything that happened or was said, and any positions taken or view
7 expressed by any participant in connection with any settlement conference or discussion. "Confidential
8 Information" shall not be:

9 (i) Disclosed to anyone not involved in the litigation;

10 (ii) Disclosed to the Court; or

11 (iii) Used for any purpose, including impeachment, in any pending or future
12 proceeding.

13 c. To facilitate settlement discussions, Mr. Kurdi may have *ex parte* communications
14 with any party and party representative. If a party does not want Mr. Kurdi to share any of the contents of
15 an *ex parte* communication with another party, the sharing party shall make that desire clear to Mr. Kurdi.
16 For the avoidance of doubt and notwithstanding this Order appointing a Special Settlement Master, any
17 claimants or group of claimants may separately negotiate or mediate such claims with Lyft without the
18 involvement of the Special Settlement Master, and/or without the involvement of Plaintiffs' Co-Lead
19 Counsel.

20 d. Notwithstanding paragraph 2(b)(ii) above, upon the agreement of all participating
21 parties, Mr. Kurdi may communicate "confidential information" to the Court without violating this Order
22 or the rules governing confidentiality of settlement discussions. Mr. Kurdi may otherwise communicate
23 with the Court regarding non-confidential matters, including procedural issues, the nature of Mr. Kurdi's
24 activities, and periodic updates on the progress of settlement communications. Mr. Kurdi shall
25 communicate with the Court in the event a resolution with a particular firm is expected to affect the trial
26 date of a given case, as set by the Court. As explained above, however, Mr. Kurdi shall not communicate
27 any "confidential information" to the Court absent the parties' agreement.

3. Defendant, and any Plaintiffs participating in settlement negotiations facilitated by Mr. Kurdi, shall jointly compensate Mr. Kurdi and any personnel working under his direction, at a rate and/or in a manner that Co-Lead Counsel, Defendant, and Mr. Kurdi determine, with the split of any such compensation to be determined based upon discussions with Mr. Kurdi and the relevant parties. Mr. Kurdi may incur necessary expenses and costs at reasonable amounts to permit him to fully facilitate settlement of these related actions, and Plaintiffs and Defendant shall jointly reimburse Mr. Kurdi for such costs and expenses, with the split of such costs and expenses to be determined based upon discussions with Mr. Kurdi and the relevant parties. Such costs and expenses may consist of, but are not limited to, the engagement of additional necessary personnel, including any outside experts. Any fees, costs or expenses incurred by Mr. Kurdi or members of his team related to settlement discussions and/or negotiations without the inclusion of Plaintiffs' Co-Lead Counsel shall be paid for by the parties involved in the settlement discussions and/or negotiations.

The Court thanks Mr. Kurdi in advance for his service to the parties and the Court.

IT IS SO ORDERED.

Dated: May 6, 2026


Hon. Rita F. Lin
United States District Court Judge