

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: LYFT, INC. PASSENGER
SEXUAL ASSAULT LITIGATION

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

~~PROPOSED~~ PRETRIAL ORDER NO.
12 STIPULATED PROTECTIVE
ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of

1 Civil Procedure 26(c) and applicable law.

2 2.3 Counsel (without qualifier): Counsel of record for any party and In-House Counsel
3 (as well as their support staff).

4 2.4 Designating Party: a Party or Non-Party that designates information or items that it
5 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
8 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
9 transcripts, and tangible things), that are produced or generated in disclosures or responses to
10 discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
12 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
13 consultant in this action.

14 2.7 In-House Counsel: attorneys who are employees of a party to this action. In-House
15 Counsel does not include Outside Counsel of Record or any other outside counsel.

16 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
17 entity not named as a Party to this action.

18 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action
19 but are retained to represent or advise a party to this action and have appeared in this action on
20 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

21 2.10 Party: any party to this action, including all of its officers, directors, employees,
22 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

23 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
24 Material in this action.

25 2.12 Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
27 storing, or retrieving data in any form or medium) and their employees and subcontractors.

28 2.13 Protected Material: any Disclosure or Discovery Material that is designated as

1 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”

2 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
3 Producing Party.

4 2.15 Action: MDL No. 3171 and all related cases that have been or later are directly filed
5 in, transferred to, or removed to MDL No. 3171.

6 2.16 HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY Information or Items:
7 Extremely sensitive CONFIDENTIAL information as defined in Section 2.2, including without
8 limitation, technical and competitively-sensitive information protected by law, the disclosure of
9 which to another Party or Non-Party would create a substantial risk of serious financial or other
10 harm that could not be avoided by less restrictive means. By way of example only, HIGHLY
11 CONFIDENTIAL – ATTORNEY’S EYES ONLY information includes information such as code,
12 sensitive financial information, trade secrets and materials and information describing sexual
13 assaults.

14 2.17 Privileged Material: Disclosure or Discovery Material subject to a claim of attorney-
15 client privilege, work-product protection, or any other privilege or immunity from production.

16 2.18 Testimony: All depositions, declarations, or other testimony taken, provided, or used
17 in this Action.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected Material (as
20 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
21 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
23 However, the protections conferred by this Stipulation and Order do not cover the following
24 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
25 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
26 publication not involving a violation of this Order, including becoming part of the public record
27 through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure
28 or obtained by the Receiving Party after the disclosure from a source who obtained the information

1 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected
2 Material at trial shall be governed by a separate agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
9 limits for filing any motions or applications for extension of time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under this Order
13 must take care to limit any such designation to specific material that qualifies under the appropriate
14 standards. The Designating Party must designate for protection only those parts of material,
15 documents, items, or oral or written communications that qualify – so that other portions of the
16 material, documents, items, or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
19 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
20 encumber or retard the case development process or to impose unnecessary expenses and burdens on
21 other parties) expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it designated for
23 protection do not qualify for protection at all or do not qualify for the level of protection initially
24 asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the
25 mistaken designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
27 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
28 Discovery Material that qualifies for protection under this Order must be clearly so designated

1 before the material is disclosed or produced.

2 Designation in conformity with this Order requires:

3 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
4 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
5 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” to
6 each page that contains protected material. If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
8 by making appropriate markings in the margins) and must specify, for each portion, the level of
9 protection being asserted.

10 A Party or Non-Party that makes original documents or materials available for inspection
11 need not designate them for protection until after the inspecting Party has indicated which material
12 it would like copied and produced. During the inspection and before the designation, all of the
13 material made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
14 CONFIDENTIAL – ATTORNEY’S EYES ONLY.” After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which documents, or
16 portions thereof, qualify for protection under this Order. Then, before producing the specified
17 documents, the Producing Party must affix the appropriate legend to each page that contains
18 Protected Material. If only a portion or portions of the material on a page qualifies for protection,
19 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins).

21 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
22 Designating Party identify on the record, before the close of the deposition, hearing, or other
23 proceeding, all protected testimony. All testimony given in a deposition shall remain confidential
24 for thirty (30) days during which period the deponent, through counsel, may designate portions of
25 the testimony as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
26 ONLY”.

27 Transcripts containing Protected Material shall have an obvious legend on the title page that
28 the transcript contains Protected Material, and the title page shall be followed by a list of all pages

1 (including line numbers as appropriate) that have been designated as Protected Material and the
2 level of protection being asserted by the Designating Party. The Designating Party shall inform the
3 court reporter of these requirements. Any transcript that is prepared before the expiration of a 30-
4 day period for designation shall be treated during that period as if it had been designated
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” in its
6 entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated
7 only as actually designated.

8 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
9 other proceeding to include Protected Material so that the other parties can ensure that only
10 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
11 (Exhibit A) are present at those proceedings. This section is not intended to, and does not, authorize
12 or prohibit the presence of third parties and Non-Parties at depositions or other non-public
13 proceedings in which they are not the witness. Neither Party waives any objection to the presence
14 of third parties and Non-Parties at depositions or other non-public proceedings. The use of a
15 document as an exhibit at a deposition shall not in any way affect its designation as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

17 (c) for information produced in some form other than documentary and for any other tangible
18 items, that the Producing Party affix in a prominent place on the exterior of the container or
19 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL – ATTORNEY’S EYES ONLY.” If only a portion or portions of the information
21 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
22 portion(s) and specify the level of protection being asserted.

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
24 designate qualified information or items does not, standing alone, waive the Designating Party’s
25 right to secure protection under this Order for such material. Upon timely correction of a
26 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
27 in accordance with the provisions of this Order.

28

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
3 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
5 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
6 confidentiality designation by electing not to mount a challenge promptly after the original designation
7 is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
9 providing written notice of each designation it is challenging and describing the basis for each
10 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
11 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
12 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the
13 process by conferring directly (in voice to voice dialogue; other forms of communication are not
14 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must
15 explain the basis for its belief that the confidentiality designation was not proper and must give the
16 Designating Party an opportunity to review the designated material, to reconsider the circumstances,
17 and, if no change in designation is offered, to explain the basis for the chosen designation. A
18 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this
19 meet and confer process first or establishes that the Designating Party is unwilling to participate in the
20 meet and confer process in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
23 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial
24 notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not
25 resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent
26 declaration affirming that the movant has complied with the meet and confer requirements imposed in
27 the preceding section. Failure by the Designating Party to make such a motion including the required
28 declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality

1 designation for each challenged designation. In addition, the Challenging Party may file a motion
2 challenging a confidentiality designation at any time if there is good cause for doing so, including a
3 challenge to the designation of a deposition transcript or any portions thereof. Any motion brought
4 pursuant to this provision must be accompanied by a competent declaration affirming that the movant
5 has complied with the meet and confer requirements imposed by the preceding section.

6 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
7 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
8 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
9 Designating Party has waived the confidentiality designation by failing to file a motion to retain
10 confidentiality as described above, all parties shall continue to afford the material in question the level
11 of protection to which it is entitled under the Producing Party's designation until the court rules on the
12 challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
16 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
17 the categories of persons and under the conditions described in this Order. When the litigation has
18 been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
19 DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a location and in
21 a secure manner that ensures that access is limited to the persons authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

23 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of
26 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
27 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is
28 attached hereto as Exhibit A;

1 (b) the officers, directors, and employees (including In-House Counsel) of the Receiving
2 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
5 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
6 Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
9 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
12 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
13 **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of transcribed
14 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
15 bound by the court reporter and may not be disclosed to anyone except as permitted under this
16 Protective Order.

17 (g) the author or recipient of a document containing the information or a custodian or other
18 person who otherwise possessed or knew the information.

19 8. **DISCLOSURE OF HIGHLY CONFIDENTIAL—ATTORNEY’S EYES ONLY**
20 **INFORMATION OR ITEMS**

21 Except by further order by the Court, or by express written consent of Counsel, Information
22 and things designated HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY in this Action
23 by any Party or Non-Party may only be disclosed in accordance with the terms of this Order to the
24 persons identified in Sections 7.2 (a), (b, as to In-House Counsel only), (c, as to Experts who are
25 not current or anticipated employees of Defendant or Defendant’s competitor only), (d)-(e), (f, in a
26 deposition, provided that disclosure to a fact witness who is not identified as an author, recipient,
27 custodian of the document, or other person who otherwise possessed or knew the information
28 pursuant to (g) occurs after the document is identified and disclosed in the deposition to opposing

1 counsel prior to its use), and (g).

2 Anticipated employees as used herein shall be defined as those who have accepted
3 employment with Defendant or Defendant’s competitor or are in the process of interviewing for
4 employment with Defendant or Defendant’s competitor. If a person interviews for employment
5 with Defendant or Defendant’s competitor but does not receive or accept an offer or employment,
6 they are not considered Anticipated employees for purposes of this order.

7 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation that compels
10 disclosure of any information or items that remain designated in this action at the time of the request,
11 as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” that Party
12 must:

13 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
14 of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
16 other litigation that some or all of the material covered by the subpoena or order is subject to this
17 Protective Order. Such notification shall include a copy of this Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
19 Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the subpoena
21 or court order shall not produce any information designated in this action as “CONFIDENTIAL” or
22 “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” before a determination by the court
23 from which the subpoena or order issued, unless the Party has obtained the Designating Party’s
24 permission. The Designating Party shall bear the burden and expense of seeking protection in that
25 court of its confidential material – and nothing in these provisions should be construed as authorizing
26 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

27 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
28 LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in

1 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS
2 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is
3 protected by the remedies and relief provided by this Order. Nothing in these provisions should be
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
6 Party’s confidential information in its possession, and the Party is subject to an agreement with the
7 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
9 all of the information requested is subject to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Protective Order in this
11 litigation, the relevant discovery request(s), and a reasonably specific description of the information
12 requested; and

13 (3) make the information requested available for inspection by the Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court within 14
15 days of receiving the notice and accompanying information, the Receiving Party may produce the
16 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely
17 seeks a protective order, the Receiving Party shall not produce any information in its possession or
18 control that is subject to the confidentiality agreement with the Non-Party before a determination
19 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
20 of seeking protection in this court of its Protected Material.

21 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
23 Material to any person or in any circumstance not authorized under this Protective Order, the
24 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
26 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
27 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
28 Be Bound” that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.¹

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Filing Protected Material.

Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a

¹ The obligation to provide, and form of, privilege logs will be addressed by separate Order. In the event that Protected Material is inadvertently disclosed, the process for retrieving such information will be addressed by separate Order.

1 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is
2 denied by the court, then the Receiving Party may file the information in the public record pursuant
3 to Civil Local Rule 79-5 unless otherwise instructed by the court.

4 14. USE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING SYSTEMS

5 The Parties agree that the use of Discovery Material with artificial intelligence or machine
6 learning tools shall be subject to a separate and forthcoming Pretrial Order.

7 15. FINAL DISPOSITION

8 Within 60 days after the final disposition of this action, as defined in Section 4
9 (DURATION), each Receiving Party must return or destroy all material that remains Protected
10 Material at the time of the final disposition. As used in this subdivision, "all Protected Material"
11 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
12 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed,
13 the Receiving Party must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category,
15 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
16 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
17 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
18 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
20 work product, and consultant and expert work product, even if such materials contain Protected
21 Material. Any such archival copies that contain or constitute Protected Material remain subject to
22 this Protective Order as set forth in Section 4 (DURATION).

23

24 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

25 Dated: May 27, 2026

Respectfully submitted,

26

By: /s/ Rachel B. Abrams

27

Rachel B. Abrams (SBN 209316)

28

**PEIFFER WOLF CARR KANE
CONWAY & WISE, LLP**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

555 Montgomery Street, Suite 820
San Francisco, CA 94111
Telephone: (415) 426-5641
Facsimile: (415) 840-9435
rabrams@peifferwolf.com

Aimee Wagstaff
WAGSTAFF LAW FIRM
940 N. Lincoln Street
Denver, CO 80203
Telephone: (720) 255-7623
awagstaff@wagstafflawfirm.com

Roopal P. Luhana
CHAFFIN LUHANA LLP
600 Third Avenue, 12th Floor
New York, NY 10016
Telephone: (888) 480-1123
Facsimile: (888) 499-1123
luhana@chaffinluhana.com

Co-Lead Counsel for Plaintiffs

By: /s/ Kristen L. Richer
Kristen L. Richer (SBN 315883)
Sandra M. Ko (SBN 260863)
BARNES & THORNBURG LLP
2029 Century Park East, Ste. 300
Los Angeles, CA 90067
Telephone: (310) 284-3880
Facsimile: (310) 284-3894
kricher@btlaw.com
sko@btlaw.com

*Defense Liaison Counsel and
Counsel for Defendant Lyft, Inc.*

Nadine S. Kohane (admitted *pro hac vice*)
BARNES & THORNBURG LLP
390 Madison Ave., 12th Floor
New York, NY 10017
Telephone: (646) 746-2000
Facsimile: (646) 746-2001
nkohane@btlaw.com

Beth A. Stewart (admitted *pro hac vice*)
David Randall J. Riskin (admitted *pro hac vice*)
WILLIAMS & CONNOLLY LLP
680 Maine Avenue, S.W.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Washington, DC 20024
Telephone: (202) 434-5000
Facsimile: (202) 434-5029
bstewart@wc.com
driskin@wc.com

Counsel for Defendant Lyft, Inc

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: June 1, 2026



Hon. Rita F. Lin
United States District Court Judge

SIGNATURE ATTESTATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby attest that I am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 4-1(i)(3), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing’s content and have authorized the filing.

Dated: May 27, 2026

Respectfully submitted,

BARNES & THORNBURG LLP

By: /s/ Kristen L. Richer
Kristen L. Richer

Counsel for Defendant Lyft, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read
in its entirety and understand the Protective Order that was issued by the United States District Court
for the Northern District of California on _____ [date] in the case of *In Re: Lyft,
Inc. Passenger Sexual Assault Litigation*, 3:26-md-03171-RFL-LJC. I agree to comply with and to
be bound by all the terms of this Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to this
Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this Protective Order, even
if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my California agent for service of process in connection with this action or any proceedings
related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]