

LATHAM & WATKINS LLP

1 Matthew Rawlinson (SBN 231890)
 140 Scott Drive
 2 Menlo Park, California 94025
 T: (650) 328-4600 / F: (650) 463-2600
 3 matthew.rawlinson@lw.com

4 Elizabeth Deeley (SBN 230798)
 505 Montgomery Street, Suite 2000
 5 San Francisco, California 94111
 T: (415) 391-0600 / F: (415) 395-8095
 6 elizabeth.deeley@lw.com

7 Andrew B. Clubok (*pro hac vice*)
 Susan E. Engel (*pro hac vice*)
 8 555 Eleventh Street, NW, Suite 1000
 Washington, D.C. 20004
 9 T: (202) 637-2200 / F: (202) 637-2201
 andrew.clubok@lw.com
 10 susan.engel@lw.com

11 Colleen C. Smith (SBN 231216)
 12670 High Bluff Drive
 12 San Diego, California 92130
 T: (858) 523-5400 / F: (858) 523-5450
 13 colleen.smith@lw.com

14 *Attorneys for Defendants Lyft, Inc., Logan Green,*
John Zimmer, Brian Roberts, Prashant (Sean)
 15 *Aggarwal, Ben Horowitz, Valerie Jarrett, David*
 16 *Lawee, Hiroshi Mikitani, Ann Miura-Ko, and Mary*
Agnes (Maggie) Wilderotter

17 *Additional Counsel of Record on Signature Page*

18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA
 20 OAKLAND DIVISION

21 In re LYFT INC. SECURITIES LITIGATION,

Master File No. 4:19-cv-02690-HSG

22 This Document Relates to:

CLASS ACTION

23 ALL ACTIONS

**STIPULATED AND
 PROTECTIVE ORDER**

Judge: Hon. Haywood S. Gilliam, Jr.

24
 25
 26
 27
 28 STIPULATED AND
 PROTECTIVE ORDER
 Master File No. 4:19-cv-02690-HSG

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 Lead Plaintiff Rick Keiner (“Plaintiff”) and Defendants Lyft, Inc. (“Lyft”), Logan Green, John
6 Zimmer, Brian Roberts, Prashant (Sean) Aggarwal, Ben Horowitz, Valerie Jarrett, David Lawee,
7 Hiroshi Mikitani, Ann Miura-Ko, and Mary Agnes (Maggie) Wilderotter (collectively, the “Lyft
8 Defendants,” and together with Plaintiff, the “Parties”) hereby stipulate to and petition the Court to
9 enter the following Stipulated Protective Order (the “Stipulated Protective Order” or “Order”) for
10 designating and protecting confidential or proprietary information and for addressing the inadvertent
11 production of privileged material in the above-captioned action (the “Action”). The Parties
12 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
13 discovery and that the protection it affords from public disclosure and use extends only to the limited
14 information or items that are entitled to confidential treatment under the applicable legal principles.
15 The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective
16 Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
17 forth the procedures that must be followed and the standards that will be applied when a party seeks
18 permission from the court to file material under seal.

19 **2. DEFINITIONS¹**

20 2.1 Action: *In re Lyft Securities Litigation*, 4:19-cv-02690-HSG (N.D. Cal.) ²

21 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.3 “CONFIDENTIAL” Information or Items: Any Discovery Material that the
24 Producing Party believes in good faith contains confidential information including but not limited

25 _____

26 ¹ Definitions are listed in alphabetical order, with the exception of the CONFIDENTIAL and HIGHLY
CONFIDENTIAL designations.

27 ² Pursuant to the Court’s Order dated July 25, 2019, the Court administratively related and consolidated this Action
with *Malig v. Lyft, Inc.*, 4:19-cv-02690-HSG, and *Lewis v. Lyft, Inc.*, 4:19-cv-03003-HSG. ECF No. 47.

1 to trade secrets, proprietary business information, or other confidential research, design,
2 development, financial or commercial information, personal financial information about any party
3 to this lawsuit, putative class members or employees of any party to this lawsuit, information
4 regarding any individual's banking relationship with any banking institution, including
5 information regarding the individual's financial transactions or financial accounts, and any
6 information regarding any party not otherwise available to the public, subject to protection under
7 Fed. R. Civ. P. 26(c), or under California's constitution, the United State constitution, and the
8 common law right to privacy..

9 2.4 "HIGHLY CONFIDENTIAL" Information or Items: Any Discovery material that
10 a Producing Party believes in good faith to contain information involving highly sensitive
11 information, including but not limited to information involving transactional sales data; trade
12 secrets; sensitive and non-public research or analysis; customer information, including but not
13 limited to non-public customer complaints; financial, marketing, or strategic business planning
14 information; pricing information; non-public information related to government or regulatory
15 investigations; information related to government relations strategy; information relating to
16 research, development, testing of, or plans for existing or proposed future products; Board of
17 Directors information and materials, or information relating to corporate governance or executive
18 committee selection; information representing computer code and associated comments and
19 revision histories, formulas, engineering specifications, or schematics that define or otherwise
20 describe in detail the algorithms or structure of software or hardware designs; personnel files; and
21 communications that constitute, incorporate, summarize, or reference any HIGHLY
22 CONFIDENTIAL information.

23 2.5 Counsel: (1) for Plaintiff, attorneys who have been retained to represent or advise a
24 Party to this Action and who have been appointed Co-Lead Counsel in this consolidated Action on
25 behalf of Plaintiff and the putative class or are affiliated with a law firm that has been appointed
26 Co-Lead Counsel in this consolidated Action, including Support Staff; (2) for Defendants,
27 attorneys who have been retained to represent or advise a Party to this Action and who have
28

1 appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared
2 on behalf of that Party, or have otherwise advised a Party to this Action in connection with the
3 Action, including Support Staff; (3) attorneys who are employees of a Party to this Action; and/or
4 (4) attorneys representing an insurer or indemnitor of any Defendant, including the insurer's or
5 indemnitor's legal personnel.

6 2.6 Designating Party: A Party or Non-Party that designates Discovery Material as
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

8 2.7 Disclosure or Discovery Material: All items or information, regardless of the
9 medium or manner in which it is generated, stored, or maintained (including, among other things,
10 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
11 responses to discovery in this Action by Parties and Non-Parties.

12 2.8 Expert: A person with specialized knowledge or experience in a matter pertinent to
13 the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or
14 as a consultant in this action; (2) is not a current employee of a Party or of a Party's competitor;
15 (3) has not been employed by a Party's competitor for the past five years; and (4) at the time of
16 retention, is not anticipated to become an employee of a Party or of a Party's competitor. This
17 definition includes any technical experts, discovery experts, and professional jury or trial
18 consultants retained in connection with this Action.

19 2.9 Non-Party: Any natural person, partnership, corporation, association, or other legal
20 entity not named as a Party to the Action.

21 2.10 Party: Any party to this Action, including all of its officers, directors, employees,
22 consultants, retained experts, and Counsel (and their support personnel). For the avoidance of
23 doubt, no putative class member other than a named plaintiff in the above-captioned litigation
24 constitutes a Party to this Action, and no putative class member other than a named plaintiff may
25 be given access to Protected Material.

1 information lawfully and under no obligation of confidentiality to the Designating Party. However,
2 if the accuracy of information is confirmed only through the review of Protected Material, then the
3 information shall not be considered to be in the public domain. For example, unsubstantiated media
4 speculation or rumors that are later confirmed to be accurate through access to Protected Material are
5 not “public domain” information. Such information is explicitly included in the definition of
6 “Protected Material” (as defined above). Any use of Protected Material at trial shall be governed by
7 a separate agreement or order.

8 **4. DURATION**

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

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
17 Non-Party that designates information or items for protection under this Order must take care to
18 limit any such designation to specific material that qualifies under the appropriate standards. The
19 Designating Party must designate for protection only those parts of material, documents, items, or
20 oral or written communications that qualify – so that other portions of the material, documents,
21 items, or communications for which protection is not warranted are not swept unjustifiably within
22 the ambit of this Order.

23 Indiscriminate or routinized designations are prohibited, although the designation of
24 substantially all of a Party’s production of documents as Protected Material, if otherwise
25 appropriate under this Protective Order, will not render such designation improper. The Parties do
26 not wish to create undue complications with respect to the filing of documents with the Court,
27 interfere with preparation for trial or any alternative dispute resolution, and otherwise unduly raise

1 Material. If only a portion or portions of the material on a page qualifies for protection, the
2 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
3 markings in the margins).

4 (b) For testimony given in deposition or in other pretrial or trial proceedings, that the
5 Designating Party identify on the record, before the close of the deposition, hearing, or other
6 proceeding, all protected testimony. Alternatively, the Designating Party may within twenty-one
7 (21) days after receipt of a final transcript to identify the specific portions of testimony as to which
8 protection is sought to and to specify the level of protection being asserted (“CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL”) by notifying the court reporter and all Parties, in writing. Only those
10 portions of the testimony that are appropriately designated for protection within twenty-one (21)
11 days after receipt of a final transcript shall be covered by the provision of this Stipulated Protective
12 Order. A Designating Party may specify, at the deposition or up to twenty-one (21) days after
13 receipt of a final transcript if that period is properly invoked, that the entire transcript shall be treated
14 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

15 (c) Further, for testimony given in deposition or in other pretrial or trial proceedings,
16 transcripts containing Protected Material shall have an obvious legend on the title page that the
17 transcript contains Protected Material, and the title page shall be followed by a list of all pages
18 (including line numbers as appropriate) that have been designated as Protected Material and the level
19 of protection being asserted by the Designating Party. The Designating Party shall inform the court
20 reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day
21 period for designation shall be treated during that period as if it had been designated “HIGHLY
22 CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of that period, the
23 transcript shall be treated only as actually designated.

24 (d) For information produced in some form other than documentary and for any other
25 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
26 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the
28

1 Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
3 designate qualified information or items does not, standing alone, waive the Designating Party’s
4 right to secure protection under this Order for such material. Upon timely correction of a
5 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
6 accordance with the provisions of this Order.

7 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
9 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
10 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
11 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
12 confidentiality designation by electing not to mount a challenge promptly after the original
13 designation is disclosed.

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

27

28

1 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
2 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
3 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
4 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
5 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
6 competent declaration affirming that the movant has complied with the meet and confer
7 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
8 motion including the required declaration within 21 days (or 14 days, if applicable) shall
9 automatically waive the confidentiality designation for each challenged designation. In addition, the
10 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
11 good cause for doing so, including a challenge to the designation of a deposition transcript or any
12 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
13 competent declaration affirming that the movant has complied with the meet and confer
14 requirements imposed by the preceding paragraph. The burden of persuasion in any such challenge
15 proceeding shall be on the Designating Party. The Court recommends that the Parties obtain a court
16 reporter for the hearing on this motion. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose
18 the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
19 designation by failing to file a motion to retain confidentiality as described above, all Parties shall
20 continue to afford the material in question the level of protection to which it is entitled under the
21 Producing Party's designation until the court rules on the challenge.

22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
24 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
25 defending, or attempting to settle this litigation, including through mediation. Such Protected
26 Material may be disclosed only to the categories of persons and under the conditions described in
27 this Order. When the litigation has been terminated, a Receiving Party must comply with the

1 provisions of Section 14 below (FINAL DISPOSITION).

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

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
5 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL” only to:

7 (a) Counsel for the Receiving Party, as well as employees of said Counsel, including
8 Support Staff, to whom it is reasonably necessary to disclose the information for this litigation;

9 (b) The Parties, officers, directors, and employees of the Receiving Party but only to the
10 extent Counsel determines in good faith that the Party, officer, director, or employee’s assistance is
11 reasonably necessary to the conduct of the litigation in which the information is disclosed;

12 (c) Counsel representing insurer or indemnitor of any Defendant, including the insurer’s
13 or indemnitor’s legal team;

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

17 (e) The Court and its personnel, and any appellate court having jurisdiction over the
18 Action and their personnel;

19 (f) Court reporters and their staff;

20 (g) Professional jury or trial consultants, mock jurors, and Professional Vendors to
21 whom disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to
24 whom disclosure is reasonably necessary.

25 (i) The author or recipient of a document containing the information or a custodian or
26 other person who otherwise possessed or knew the information.

27 (j) Mediators or arbitrators, and their support personnel, engaged by the Parties for
28

1 settlement purposes in this Action.

2 (k) Other persons only by written consent of the Designating Party or upon order of the
3 Court and on such conditions as may be agreed to or ordered.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Except by further
5 order by this Court, or by express written consent of Counsel, information and things designated
6 “HIGHLY CONFIDENTIAL” in this Action by any Party or Non-Party may only be disclosed in
7 accordance with the terms of this Order to the persons identified in Paragraph 7.2(a), (c)-(j).

8 **8. PROSECUTION BAR**

9 Absent written consent from the Producing Party, any individual bound by this agreement
10 who receives access to “HIGHLY CONFIDENTIAL” information shall not be involved in the
11 prosecution of patents or patent applications relating to the subject matter of “HIGHLY
12 CONFIDENTIAL” information to which access is received, before any foreign or domestic
13 agency, including the United States Patent and Trademark Office (“the Patent Office”). For
14 purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending,
15 advising, or otherwise affecting the scope or maintenance of patent claims. Prosecution includes,
16 for example, original prosecution, reissue, and reexamination and other post-grant proceedings.
17 To avoid any doubt, “prosecution” as used in this paragraph does not include representing a party
18 challenging a patent before a domestic or foreign agency (including, but not limited to, a reissue
19 protest, ex parte reexamination, inter partes reexamination, post grant review, covered business
20 method patent review, or inter partes review). This Prosecution Bar shall begin when access to
21 “HIGHLY CONFIDENTIAL” information is first received by the affected individual and shall
22 end two (2) years after final termination of this action.

23 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
24 **LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation that compels
26 disclosure of any information or items designated in this action as “CONFIDENTIAL,” or
27 “HIGHLY CONFIDENTIAL” that Party must:

28

1 (a) Promptly notify in writing the Designating Party. Such notification shall include a
2 copy of the subpoena or court order; and

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

6 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the
7 Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with the subpoena
9 or court order shall not produce any information designated in this action as “CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL” before a determination by the court from which the subpoena or order
11 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party
12 shall bear the burden and expense of seeking protection in that court of its confidential material.
13 Notwithstanding the foregoing, nothing in this section shall be construed as requiring any Party to
14 subject itself to any penalties for non-compliance with any court order, administrative agency, or
15 legislative body.

16 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
17 **THIS LITIGATION**

18 (a) The terms of this Order are applicable to information produced by a Non-Party in this
19 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this litigation is protected by the remedies and relief
21 provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
22 from seeking additional protections.

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

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

1 (2) Promptly provide the Non-Party with a copy of the Stipulated Protective Order in
2 this litigation, the relevant discovery request(s), and a reasonably specific description of the
3 information requested; and

4 (3) Make the information requested available for inspection by the Non-Party.

5 (c) If the Non-Party fails to object or seek a protective order from this court within
6 fourteen (14) days of receiving the notice and accompanying information, the Receiving Party may
7 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
8 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
9 possession or control that is subject to the confidentiality agreement with the Non-Party before a
10 determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the
11 burden and expense of seeking protection in this Court of its Protected Material.

12 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
14 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
15 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
16 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
17 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
18 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to
19 Be Bound" that is attached hereto as Exhibit A.

20 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
21 **MATERIAL**

22 12.1 Inadvertent Production of Privileged Material. The production or disclosure of
23 documents by a Producing Party shall, to the maximum extent permitted by law, be governed by
24 federal law regarding the inadvertent production of Privileged Material. The procedure set forth
25 below is intended to provide the Producing Party or any other Party purporting to hold a privilege
26 with an efficient procedure for retrieving or "clawing back" inadvertently produced Privileged
27

1 Material, subject to any resolution of any dispute over the privileged or protected status of the
2 material, and for foreclosing any arguments of waiver.

3 (a) If a Producing Party or any other Party purporting to hold a privilege has a good
4 faith belief that Privileged Material has inadvertently been produced and promptly upon discovery
5 of the inadvertent production notifies all Parties in writing that Privileged Material was disclosed,
6 then, consistent with federal law, the inadvertent production of Privileged Material shall not be
7 deemed a waiver. If a Receiving Party discovers the inadvertent production of Privileged Material
8 by a Producing Party, then, consistent with federal law, it shall have a duty to promptly upon
9 discovery of the inadvertent production give the Producing Party written notice of the inadvertent
10 production of Privileged Material. The obligations of the Parties are those set forth in the Federal
11 Rules of Civil Procedure 26(b)(5)(B) .

12 (b) Upon receipt of notice of inadvertent disclosure of Privileged Material, all other
13 Parties (regardless of whether they agree with the claim of privilege or other protection) shall
14 promptly (i) use reasonable efforts to destroy or sequester all copies of the inadvertently produced
15 documents or material in their possession, custody, or control and notify the Producing Party, or
16 any other Party purporting to hold a privilege, that they have done so; and (ii) take reasonable
17 steps to retrieve and destroy or sequester the inadvertently produced Privileged Material from
18 other persons, if any, to whom such Privileged Material has been provided, and notify the
19 Producing Party that they have done so.

20 (c) To the extent a Receiving Party disputes the claim of privilege or other protection
21 with respect to the inadvertently disclosed Privilege Material, such Party shall notify in writing the
22 Producing Party, or any other Party purporting to hold a privilege, with a copy to all Counsel, or
23 its position within thirty (30) business days of receiving the notice of inadvertent disclosure and
24 shall return or destroy all documents identified by the Producing Party within thirty (30) business
25 days of receipt of notice that the documents were inadvertently produced, but may retain one copy
26 of any such document solely for the purpose of meeting and conferring with the Producing Party
27 over the claim of privilege, which shall remain segregated and protected against further disclosure

1 and use during the pendency of any dispute over its status. Within seven (7) business days of
2 receiving the notice of dispute from the Receiving Party, the Producing Party, or any other Party
3 purporting to hold a privilege, shall either withdraw its claim of privilege or confer with the
4 Receiving Party in an effort to resolve their disagreement. If no such resolution is reached within
5 sixty (60) business days, the Receiving Party may apply to the Court for a ruling on the claim of
6 privilege in accordance with Civil Local Rule 79-5 regarding sealed records and procedures for
7 filing records under seal, for a determination of the claim, or may return or destroy the documents
8 and make no further use of the information in the documents. In arguing issues concerning
9 protection for material claimed to constitute Privileged Material, no Party may assert as a basis for
10 the relief it seeks (including if a Receiving Party seeks a ruling that the disclosed information was
11 never privileged) the fact or circumstances that such documents already have been inadvertently
12 produced in the Action or a related action.

13 (d) If, during a deposition, a Party claims that a document being used in the deposition
14 is Privileged Material, it may at its sole discretion (i) allow the document to be used in the
15 deposition without waiver of its claim of privilege or work-product protection or (ii) instruct the
16 witness not to answer questions concerning the document pending a prompt resolution of any
17 disagreement concerning the document's privileged or other protected status. If a Party claiming
18 privilege allows the examination concerning the document to proceed on a non-waiver basis, the
19 parties shall sequester all copies of the purportedly-privileged document and any testimony
20 relating thereto. Immediately following the deposition, the parties will commence the procedure
21 outlined in the preceding subparagraphs to address the claim of privilege or other protection. Until
22 the dispute is resolved, counsel for the parties shall treat the transcript of such deposition as
23 **HIGHLY CONFIDENTIAL** and, further, shall not distribute such transcript or disclose the
24 purportedly-privileged document or testimony to any person, except as is necessary to commence
25 the procedure outlined in the preceding subparagraphs. If the Party instructs the witness not to
26
27
28

1 answer questions concerning the document, the Parties will then cooperate in promptly submitting
2 the issue of the document's status to the Court.

3 Nothing herein shall be deemed or construed as a waiver of any applicable privilege, right
4 of privacy, immunity from production or proprietary interest with respect to any document or
5 information.

6 12.2 Inadvertent Production of Protected Material. If any Producing Party inadvertently
7 produces or discloses materials labeled "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
8 without marking it with an appropriate designation, the Producing Party or a Designating Party shall
9 promptly notify the Receiving Party that the information should be treated in accordance with the
10 terms of the Protective Order, and shall forward appropriately-stamped copies of the items in
11 question. Within five (5) days of the receipt of substitute copies, the Receiving Party shall return or
12 destroy the previously unmarked items and all copies thereof. The inadvertent disclosure shall not
13 be deemed a waiver of confidentiality, and such designation shall be made as soon as possible after
14 the discovery of the inadvertent production or disclosure.

15 **13. MISCELLANEOUS**

16 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
17 its modification by the court in the future.

18 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
19 no Party waives any right it otherwise would have to object to disclosing or producing any
20 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
21 Party waives any right to object on any ground to use in evidence of any of the material covered by
22 this Protective Order.

23 13.3 Filing Protected Material. Without written permission from the Designating Party or a
24 court order secured after appropriate notice to all interested persons, a Party may not file in the
25 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
26 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
27 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant

1 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
2 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
3 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
4 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
5 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

6 (a) A Disclosing Party that wishes to file its own material that it designated as
7 CONFIDENTIAL or HIGHLY CONFIDENTIAL without sealing it may do so with no further
8 notice to the other Parties or order of the Court. A Disclosing Party that wishes to file its own
9 material that it designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL under seal must
10 comply with the procedures set forth in Civil Local Rule 79-5.

11 (b) Notwithstanding any other provisions of this Paragraph 13.3, except to the extent
12 otherwise required by Court order or law, the Parties must redact Social Security Numbers, tax
13 information, financial account numbers, driver's license numbers, and any other information as
14 required by the Federal Rules of Civil Procedure 5.2, from all documents filed with the Court. In
15 the case of "personal records" of any "consumer" containing "information which would in any
16 way identify [that] consumer" within the meaning of California Code of Civil Procedure § 1985.3,
17 no Party shall be prevented from seeking to redact such information and in its place affix a unique,
18 randomly assigned identification number to identify all documents related to a particular consumer
19 for purposes of admission and use at trial in an unsealed courtroom.

20 (c) The designation of Discovery Material as CONFIDENTIAL or HIGHLY
21 CONFIDENTIAL shall not constitute evidence as to whether such material may properly be filed
22 under seal. A party's failure to contest a Disclosing Party's designation of material as
23 CONFIDENTIAL or HIGHLY CONFIDENTIAL before the filing of a motion to seal shall not be
24 deemed an admission by such party that such documents or material should be filed under seal.

25 (d) Nothing in this Order shall be construed to waive a party's right to argue that
26 CONFIDENTIAL or HIGHLY CONFIDENTIAL material that is filed under seal is fully
27

1 admissible and otherwise available for use at trial in an unsealed courtroom, either with or without
2 redactions.

3 (e) While a motion to seal is pending and before the Court has ruled, no party shall
4 make use in open court of any Discovery Material that is subject to that motion to seal without the
5 consent of the Designating Party or the permission of the Court.

6 **14. FINAL DISPOSITION**

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

22 **IT IS SO STIPULATED.**

23
24 Date: January 5, 2021

25 **LATHAM & WATKINS LLP**
26 /s/ Colleen C. Smith
27 Colleen C. Smith (SBN 231216)

BLOCK & LEVITON LLP
/s/ Whitney Street
Whitney E. Street (CA Bar No. 223870)
100 Pine Street, Suite 1250
San Francisco, CA 94111

1 12670 High Bluff Drive
2 San Diego, California 92130
3 Telephone: (858) 523-5400
4 Facsimile: (858) 523-5450
5 colleen.smith@lw.com

Tel. (415) 968-1852
Fax. (617) 507-6020
wstreet@blockleviton.com

6 Matthew Rawlinson (SBN 231890)
7 140 Scott Drive
8 Menlo Park, California 94025
9 Telephone: (650) 328-4600
10 Facsimile: (650) 463-2600
11 matthew.rawlinson@lw.com

Jeffrey C. Block (*admitted pro hac vice*)
Jacob A. Walker (CA Bar No. 271217)
260 Franklin Street, Suite 1860
Boston, MA 02110
(617) 398-5600 phone
(617) 507-6020 fax
jeff@blockleviton.com
jake@blockleviton.com

12 Andrew B. Clubok (*admitted pro hac vice*)
13 Susan E. Engel (*admitted pro hac vice*)
14 555 Eleventh Street, NW, Suite 1000
15 Washington, D.C. 20004
16 Telephone: (202) 637-3323
17 Facsimile: (202) 637-2201
18 andrew.clubok@lw.com
19 susan.engel@lw.com

Counsel for Plaintiff

20 Elizabeth Deeley (SBN 230798)
21 505 Montgomery Street, Suite 2000
22 San Francisco, California 94111
23 Telephone: (415) 391-0600
24 Facsimile: (415) 395-8095
25 elizabeth.deeley@lw.com

26 *Attorneys for Defendants Lyft, Inc., Logan*
27 *Green, John Zimmer, Brian Roberts,*
28 *Prashant (Sean) Aggarwal, Ben Horowitz,*
Valerie Jarrett, David Lawee, Hiroshi
Mikitani, Ann Miura-Ko, and Mary Agnes
(Maggie) Wilderotter

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

Pursuant to Civil L.R. 5-1(i)(3), regarding signatures, I hereby attest that concurrence in the filing of this document has been obtained from all of the signatories above.

Dated: January 5, 2021

/s/ Colleen C. Smith

Colleen C. Smith

* * * * *

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 1/6/2021


HONORABLE HAYWOOD S. GILLIAM, JR.
UNITED STATES DISTRICT JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and
5 understand the Stipulated Protective Order that was issued by the United States District Court for the
6 Northern District of California on _____ [date] in the case of *In re Lyft Inc.*
7 *Securities Litigation*, No. 4:19-cv-02690-HSG. I will maintain all such Protected Material, including
8 copies, notes, or other transcriptions made therefrom, in a secure manner to prevent unauthorized
9 access to it. No later than thirty (30) days after the conclusion of this action, I will return the
10 Protected Material, including copies, notes, or other transcriptions made therefrom, to the counsel
11 who provided me with the confidential information, I agree to comply with and to be bound by all
12 the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so
13 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
14 that I will not disclose in any manner any information or item that is subject to this Stipulated
15 Protective Order to any person or entity except in strict compliance with the provisions of this Order.
16 I further agree to submit to the jurisdiction of the United States District Court for the Northern
17 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
18 if such enforcement proceedings occur after termination of this action.

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

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____