

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

This Document Relates to:

ALL ACTIONS

Case No.: 3:23-MD-03084 CRB

**JOINT LETTER REGARDING
PLAINTIFFS' REQUEST FOR
MARKETING MATERIALS**

Judge: Hon. Lisa J. Cisneros
Courtroom: G – 15th Floor

Pursuant to Pretrial Order No. 8 (ECF 323), and the Court's Order following the December 19, 2024 Status Conference (ECF 1996), the Parties respectfully submit this joint letter regarding Uber's production of marketing materials in response to Plaintiffs' Requests for Production of marketing materials, RFPs 6, 40, 55, 98-105, 107, 145 and 162-163. Plaintiffs ask that Uber be required to adhere to its prior agreement to produce marketing documents targeted at riders from January 1, 2012 to December 1, 2024 (for now until a firm end date is established), related to Uber's rideshare services (not related to Uber Eats).

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I. Plaintiffs' Position

Plaintiffs move to compel production on RFPs 6, 40, 55, 98-105, 107, 145 and 162-163. In September 2024, the Parties reached agreement on these RFPs and Uber committed to producing all marketing documents targeted at riders. *See* Luhana Decl., ¶¶ 5-6. Uber has long delayed compliance with that agreement, feigning confusion as to the scope of the discovery, and unilaterally limiting production to a single, deficient noncustodial source ("Exact Target"). And Uber only provided additional information at the 11th hour of this filing. To date, Uber has produced one substantial production of noncustodial marketing documents from Exact Target. But this production is without metadata or other information to allow Plaintiffs to determine when content was created, disseminated, or even *what* content was in fact distributed to riders and potential riders. Exs. A-D. Months after agreement was reached (and ten months after discovery was first propounded), Uber identified, for the first time on the evening of December 23, 2024, documents that it purports to be some marketing materials Plaintiffs seek from a single additional source outside Exact Target that may include push-notification marketing to Uber App users, social media marketing, video/YouTube Marketing, web based marketing, marketing plans, budgets, and/or advertising campaigns, and/or documents that show how marketing was developed and disseminated over time and what the finished communications included. Plaintiffs have yet to review this information, but initial analysis indicates just 433 documents are dated between 2012 and 2017 and there are just ~370 after 2019.

Uber's delayed attempt to partially fulfill the Parties' agreement reflects a pattern of delay and obfuscation. Marketing lies at the core of many claims and defenses in this action including Uber's messaging about safety. The documents should be produced, as agreed. Plaintiffs are further prejudiced as they expected these productions to be substantially complete about two months ago and must now return again to the starting line or work within Uber-determined deadlines that will prevent Plaintiffs from prosecuting their case.

A. Plaintiffs' Marketing Discovery is Core to the Allegations in this Litigation

On February 28, 2024, Plaintiffs served RFPs 6, 40, 55, 98, 99-105, 107, 145, 162, and 163 seeking Uber's marketing documents, communications, strategies and analysis, and budgets (the "Marketing Materials") including discovery directed to riders about safety including the "Safe Rides Fee", directed to riders who may have consumed alcohol, riders who are under the age of 18 or their families, and seeking communications about sexual assault and sexual misconduct and analysis or assessments about safety marketing, along with the underlying metadata to confirm when the content was created and marketed to riders and how. Far from asking for "everything" (as Uber has claimed), these RFPs are each tied to allegations in the complaint and limited to either the product at issue, a specific demographic, or specifically related to safety. *See* ECF 269, Master Compl. ¶¶ 203, 206-207, 223, 225-228 233-236 (marketing re: safe ride fee, "safest rides on the road," "strictest standards possible," "we aim to go above and beyond local requirements," and depicting images of young women and riders after a night out); Master Compl. Appx. A (marketing examples); Luhana Decl., ¶ 2 (listing full RFPs). Uber now seeks to renege on or postpone compliance with its prior agreement to produce this highly relevant discovery.

1. The Agreement is Appropriately Tailored to Obtain Relevant Marketing Materials

The RFPs are clear on their face, and the parties discussed this issue for months before reaching agreement that Uber would produce Marketing Materials as they relate to the rideshare app. *See* Luhana Decl., ¶¶ 2-5.¹ This includes marketing in-app, online, print, video, and any other

¹ Plaintiffs pointed Uber to dozens of interrogatories as examples of types of Marketing Materials sought. *See* Luhana Decl., ¶ 12 (for example, "Uber is the smartest way to get around," "Safe, reliable rides in minutes," "Ride with confidence. The Uber experience was built with safety in mind," "commitment to safety," "setting the strictest standards possible," "designed from the ground up with your safety in mind," "gold standard," "safe rides around the clock").

media or medium used. *See id.* at ¶ 5. Simply put, Uber well knew what it was agreeing to, when it agreed to it, and should not now be permitted to renege on that position or postpone its compliance. *See* ECF 1698, Order on Mot. to Compel Custodians, at 22 (holding that it is crucial to enforce the parties’ discovery-related agreements); *see Soto v. Commerical Recovery Sys., Inc.*, 2011 WL 1298697, at *2 (N.D. Cal. Apr. 4, 2011) (“[d]efendant should not be permitted to renege on a compromise of a discovery dispute”).

In any event, the current agreement is appropriate. *First*, the agreement does not override the existing limits of each RFP, which track the allegations in the complaint. *See, e.g.*, RFP 55 (limited to “safe ride fees”); RFPs 100, 101 (limited to “safe” or “safety-related” documents); RFP 98, 99, and 102, 103 (limited to demographics, *e.g.*, male, female, riders who consume alcohol, under 18, respectively). Uber’s characterization that Plaintiffs are seeking “everything” is therefore an overexaggeration. *Second*, the volume of anticipated discovery is necessary and relevant. A central allegation in this case is Uber’s aggressive and pervasive messaging which, individually and collectively, fostered Uber’s corporate reputation as a safe rideshare. Relevant discovery is therefore not merely about producing an exemplar of a marketing document, but also about the volume of that messaging and how it was reinforced across varied advertising mediums. *See, e.g.*, Master Compl., ¶ 188 (alleging Uber saturated market with advertising on almost every platform to foster its corporate reputation as a safe rideshare); *id.* at Appx. A (providing sample in-app, online, print, video marketing); *see also id.* at ¶¶ 187-257. Likewise, documents analyzing marketing campaigns, and related to Uber’s budget and finances on marketing, are directly relevant to issues of liability and corporate intent. Plaintiffs have also clarified that they do not need duplicative production (*i.e.*, every instance of the same message in the same medium).

2. Uber’s Proposed Deadline for Additional Productions from Non-Custodial Sources is Unreasonable

Until today Uber sought to limit production of certain Marketing Materials to *one* noncustodial source—Exact Target²—a digital marketing tool that allowed Uber to disseminate communications through e-mail, mobile, social media, and website. This is blatantly improper. It is undisputed that Exact Target is not the only relevant source of marketing materials, which appears to only house “email templates.” The Exact Target productions do *not* include the vast majority of the responsive documents at issue, *e.g.*, finished marketing, in all mediums (*e.g.*, online, traditional print media, television ads, emails, in-app messaging, or otherwise), nor does it include analysis of Marketing Materials by Uber’s safety marketing department (*e.g.*, RFP 101), or budget information (*e.g.*, RFP 104). Moreover, because Exact Target was deprecated in 2021, it does not contain responsive materials for any subsequent years. Further, and as discussed below, the materials that have been produced from this source were provided in a manner that does not allow Plaintiffs to so much as connect e-mail headers to the content of any email or know the date of any particular document. *See* Luhana Decl., ¶ 10, Exs. A-D.³ Thus, as Uber has now conceded, limiting production to this single source is unreasonable.

The Parties are now approaching the *fifth month* of meet and confers on Marketing Materials for RFPs that were served almost *ten months* ago. The source of Marketing Materials from which Uber has gathered documents has been discussed throughout. Plaintiffs have asked repeatedly for the identification of materials that were produced from sources other than Exact Target but, until the date of this filing, were provided with an incomplete response that identified

² According to Salesforce, “Marketing Engagement is the evolution of ExactTarget platform that was acquired by Salesforce. Marketing Engagement has greatly expanded on the original ExactTarget features and functionalities and incorporates additional messaging, data integrations, channels, and AI capabilities.” <https://www.salesforce.com/marketing/engagement/> (last accessed December 22, 2024).

³ Defendants have requested that certain exhibits be filed under seal. By agreement of the Parties, these documents will be filed December 24, 2024 on a supplemental basis.

just 74 documents regarding marketing to drivers and just 207 customer communications (which includes multiple copies of the U.S. Safety Report). Plaintiffs do not concede that the materials Uber has today or will identify from its production are fully responsive to Plaintiffs' requests but, based on initial analysis, suspect they are not. Uber agreed on December 23 to conduct additional searches in custodial and non-custodial sources and proposed a February 14, 2025 substantial completion deadline of production from those sources. This is too late and inhibits Plaintiffs ability to prepare for and take numerous depositions prior to that date.⁴ Plaintiffs propose that these additional searches and productions be completed in their entirety by January 15, 2025.

3. Uber Should Be Required to Cure the Deficiencies in its Exact Target Product

Uber's Exact Target production omits critical metadata, *e.g.*, sending email address, message author, email title, and subject line, as required by the ESI Protocol. *See, e.g.*, ECF 524, ESI Protocol, at §§ 16-17, Appx. 2; Luhana Decl. at ¶ 10, Exs. A-D. Moreover, the production provides no way to determine whether these templates were part of broader marketing plans, or to confirm whether these email templates were ever used by Uber *at all and if they were, when*. In addition, the Exact Target production does not allow for association of family relationships. *See, e.g.* ESI Protocol at §§ 16, 17(a), *supra*; *see also id.* at § 17(b) ("[p]roducing party shall make all reasonable efforts to maintain and preserve the relationship between any message or email and any cloud hosted document hyperlinked or referenced"). As such, it is impossible for Plaintiffs to determine which email templates (*e.g.*, banners or other marketing text) relate to any finished email. The net result is that Uber omitted critical contextual information regarding these templates that make it difficult, if not impossible, to meaningful review and understand the productions. Uber must cure these deficiencies by January 10 through the provision of additional information, including precisely what communications information will be provided as part of any potential bellweather case.

Plaintiffs will continue to meet and confer with Uber regarding the scope of future collections and additional information promised by Uber first the first time today.

II. Defendants' Position

There is no dispute ripe for the Court's consideration. Defendants have and continue to devote significant time and resources to the identification and production of marketing documents, and those efforts continue. With further alignment following many discussions with Plaintiffs' counsel, including discussions in recent days, Defendants are now able to offer to conduct additional searches and to fully resolve the issues surrounding Plaintiffs' marketing-related discovery.

To date, Defendants have produced approximately 40,000 documents from custodial and noncustodial sources relating to the various marketing topics addressed in Plaintiffs' RFPs. *See* Gromada Decl., ¶ 2. Defendants' productions have included documents relating to various aspects of Defendants' marketing sourced from custodians with relevant responsibilities. The productions are the result of many discussions with Plaintiffs and company employees regarding the specific topics of interest. The list of custodians selected for production, including their priority for production, was determined with extensive input from Plaintiffs, including several custodians specifically selected by Plaintiffs and numerous other custodians Uber identified

⁴ At least two of the proposed deponents that Plaintiffs have proposed for January (that Uber separately proposed later dates for) are directly engaged in Uber's marketing and communications activities.

with responsibilities relating to marketing, policy, communications, and related topics. These productions are ongoing, but are already voluminous.

The parties reached an agreement in September 2024 regarding data sources for supplemental productions on various topics, of which only marketing is currently before the Court. *See* ECF No. 1643.⁵ Defendants then agreed to and produced additional documents from Exact Target and MailChimp, noncustodial sources that captured email campaigns from Uber to users of its platform, which was specifically requested by Plaintiffs' counsel by name. *See* Gromada Decl., ¶ 3. As Defendants have previously advised Plaintiffs, Exact Target is a deprecated system and is no longer used by the company. It is a deprecated system and contains templates of marketing materials that form the basis of emails, rather than emails, as Plaintiffs misconstrue. Because they are not emails, the metadata Plaintiffs claim Defendants omitted never existed, and the ESI protocol only requires production of metadata to the extent it exists. Following the September 2024 agreement, the parties continued to confer on the scope of marketing discovery, including time limitations and topics to be addressed in additional searches. *See* Gromada Decl., ¶ 5. Despite these efforts, the parties reached an impasse on certain areas of discovery. Though discussions were ongoing, Plaintiffs sought the Court's intervention.

Since the Discovery Status Conference on December 19, Plaintiffs have provided additional insight on marketing discovery they believe is still owed and on what they perceive as technical issues that exist with respect to Exact Target data. While on December 20, they insisted that they expected Defendants to produce "everything" related to marketing, they have since changed their position. *See* Gromada Decl., ¶ 6. The information Plaintiffs have now provided allowed Defendants to better understand the scope of Plaintiffs' requests. Defendants have also identified for Plaintiffs more than 2,000 documents collected from Google Drive that relate to marketing topics, which have been in Plaintiffs' possession before they sought the Court's intervention. *See* Gromada Decl., ¶ 7. As a result of these conversations, Defendants have offered to compromise with Plaintiffs as to the issues raised in their brief. Specifically:

Defendants agree to conduct additional searches for non-privileged documents responsive to the marketing-related RFPs Plaintiffs identified in their brief. Defendants agree to conduct these searches in Google Drive and other relevant data sources.

- Defendants will supplement its production to provide additional data relevant to marketing to users.
- Defendants agree to conduct searches for Plaintiff-specific, in-app communications during the Bellwether phase of discovery.
- Defendants will endeavor to complete these additional searches and productions on a rolling basis by February 14, 2025.

Plaintiffs suggest that production by February 14, 2025, would inhibit preparation for depositions scheduled in January, however, the deadline for fact discovery in the JCCP was

⁵ Apart from the need to supplement marketing productions that were subject to ongoing and active negotiations and conferral, Defendants have substantially complied with its agreement.

extended to May 30, 2025 (*see* ECF No. 2012-1), and the January depositions will soon be rescheduled.

Defendants will endeavor to complete these additional Google drive and email/in-app push notification template searches and productions on a rolling basis by February 14, 2025. Defendants have been and will continue to meet and confer with Plaintiffs on any specific area of inquiry to avoid the need for the Court's intervention.

Encls.

cc: All counsel of record via ECF

[Submitting Counsel Below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**DECLARATION OF ROOPAL P. LUHANA
IN SUPPORT OF PLAINTIFFS' PORTION
OF THE JOINT LETTER REGARDING
UBER'S PRODUCTION OF MARKETING
MATERIALS**

This Document Relates to:

All Actions

Judge: Hon. Lisa J. Cisneros
Courtroom: G – 15th Floor

DECLARATION OF ROOPAL P. LUHANA

I, ROOPAL P. LUHANA, declare and state as follows:

1. I am an attorney in the law firm of Chaffin Luhana LLP, appointed Co-Lead counsel for Plaintiffs in the above-captioned Multi-District Litigation. I am a member of the State Bar of New York and am admitted pro hac vice to practice before this Court. I make this declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein. I submit this declaration in support of Plaintiffs' portion of the joint letter brief regarding Uber's production of marketing materials.

2. On February 28, 2024, Plaintiffs served their First Set of Request for Production ("RFPs"), which included the following at-issue requests:

No.	Central Request	Full Request for Production
6	Documents regrading marketing regarding the Uber Application.	Any and all agreements among or between any or all named Defendants RELATING TO the design, research, development, testing, marketing, advertising, public relations, lobbying, regulatory compliance, driver activity, data collection, and/or safety of YOUR Uber Application.
40	Documents regarding marketing or safety-related communications conveyed through the Uber App.	Any and all DOCUMENTS REGARDING any and all marketing or safety-related communications displayed or communicated to RIDERS through the Uber App.
55	Documents regarding "Safe Rides Fee," including decision to implement, reasons for implementation, and all communications, advertising, and marketing to Drivers and Riders regarding the Safe Rides Fee.	Any and all DOCUMENTS RELATED TO YOUR "Safe Rides Fee," including but not limited to the decision to implement the Safe Rides Fee, the reason for implementing the Safe Ride Fee, all communications to YOUR DRIVERS or RIDERS REGARDING the Safe Rides Fee, and advertising or marketing REGARDING the Safe Rides Fee.
98	Documents regarding marketing targeted to male riders.	Any and all DOCUMENTS RELATED TO marketing specifically to current or potential male RIDERS.
99	Documents regarding marketing targeted to female riders.	Any and all DOCUMENTS RELATED TO marketing specifically to current or potential female RIDERS.
100	Documents regarding marketing efforts portraying Uber as "safe" or providing "safe" rides.	Any and all DOCUMENTS RELATED TO marketing efforts or campaigns that portray

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		YOU as “safe” or as providing “safe” RIDES.
101	Documents regarding analysis and assessments by Uber’s safety marketing department.	Any and all DOCUMENTS REGARDING YOUR analysis or assessments by YOUR safety marketing department.
102	Documents regarding marketing targeted at riders who choose Uber due to the consumption of alcohol.	Any and all DOCUMENTS REGARDING marketing directed to RIDERS who choose to use the Uber Application because they may have consumed alcohol.
103	Documents regarding marketing targeted to minor riders or their families.	Any and all DOCUMENTS REGARDING marketing directed specifically to RIDERS under the age of 18 or their families.
104	Documents regarding annual marketing and advertising budgets.	Any and all DOCUMENTS REGARDING YOUR annual marketing and advertising budgets.
105	Documents regarding public communications about sexual misconduct or sexual assault.	Any and all DOCUMENTS REGARDING YOUR public communications, including but not limited to advertising and marketing, about SEXUAL MISCONDUCT or SEXUAL ASSAULT.
107	Documents regarding advertising agreements between Uber and third parties regarding the Uber Application	Produce any and all agreements between YOU or any other named Defendant with any third party related to advertising, marketing, promotion, communications and/or public relations for YOUR Uber Application
145	Documents regarding recruitment of drivers.	Any and all DOCUMENTS RELATING TO YOUR recruitment of DRIVERS, including but not limited to marketing and incentives.
162	Documents reflecting Uber’s annual budget, expenditures for marketing and promotion of the Uber Application to Riders.	Produce DOCUMENTS that constitute, identify, or reflect YOUR annual budget and annual expenditures for the marketing or promotion of YOUR Uber Application to RIDERS.
163	Documents reflecting Uber’s annual budget, expenditures for marketing and promotion of the Uber Application to Drivers.	Produce DOCUMENTS that constitute, identify, or reflect YOUR annual budget and annual expenditures for the marketing or promotion of YOUR Uber Application to DRIVERS.

3. On June 27, 2024, Uber served its responses and objections and, as to the above RFPs, raised the primary objection that the requests “seek material[s] that [are] not relevant insofar as [they] purport[] to seek documents not related to sexual misconduct or sexual assault in connection with trips requested using the Uber app in the United States.”

1 4. Upon receipt of Uber’s objections, Plaintiffs promptly initiated the meet and confer
2 process on August 2, 2024.

3 5. For the next two months, Plaintiffs had multiple meet and confers with Uber,
4 discussed the relevance of the marketing requests and reiterated that the scope extended to all
5 marketing mediums, including in-app, online, print, and video, as well as finished materials,
6 assessments and studies, and marketing budget and financial documents. These discussions
7 continued through September 13, 2024 (ECF 1643), at which time Uber agreed that it would
8 produce responsive documents to the above RFPs for riders as related to the Uber rideshare app.
9 Uber committed to commence a rolling production on these materials by September 20, 2024 and
10 substantially completing production by October 15, 2024.

11 6. This agreement was also reflected in Plaintiffs’ portion of discovery updates in the
12 Joint Status Report for the December 19, 2024 Discovery Status Conference (*see* ECF 1957 at 4
13 (reporting that “Uber committed to produce all marketing documents targeted at riders”), which
14 Uber did not dispute. *See id.* at 4-5.

15 7. Rather than producing all, or even substantially all of its marketing documents
16 targeted at riders, on October 11, 2024, Uber produced documents from Exact Target, an email
17 template system used from 2017 and deprecated in 2021.

18 8. Upon review of the documents, it became apparent that Uber’s production was
19 deficient as to source and content.

20 9. On source, Uber’s decision to limit production to Exact Target was unjustified, as
21 there is no dispute that additional noncustodial sources existed but, unbeknownst to Plaintiffs, were
22 not (and would not be) searched. To date, Uber has provided no compelling reason for its omission.

23 10. On content, the Exact Target production was riddled with errors. The production
24 omitted critical metadata, such as sending email address, message author, email title, subject line,
25 as well as family associations. For example, on initial review, 2,727 documents omit the email
26 address from which the message was sent; 2,336 documents omit the author of the message; 1,928
27 documents omit the email title; and 409 documents omit the subject line of the email. The
28 production was also devoid of any way to confirm or verify whether these email templates were

1 ever used by Uber *at all*. In addition, the Exact Target production did not allow for association of
 2 family relationships, making it impossible for Plaintiffs to determine which email templates (*e.g.*,
 3 banners or other marketing text) relate to any finished email. Plaintiffs provide the following
 4 sample documents that demonstrate these deficiencies:

- 5 a. Attached as Exhibit A is a true and correct copy of
 UBER_JCCP_MDL_000576401;
- 6 b. Attached as Exhibit B is a true and correct copy of
 UBER_JCCP_MDL_000576405;
- 7 c. Attached as Exhibit C is a true and correct copy of
 UBER_JCCP_MDL_000579003; and,
- 8 d. Attached as Exhibit D is a true and correct copy of
 UBER_JCCP_MDL_000581561.

11 11. To resolve these production deficiencies, between November 7, 2024 and
 12 December 22, 2024, Plaintiffs had at least four (4) meet and confers with Uber, during which Uber
 13 repeatedly indicated that it was investigating these issues. Unfortunately, Uber never provided any
 14 meaningful resolution.

15 12. On December 20, 2024, Uber claimed confusion as to the types of marketing
 16 materials requested, stating that it was too difficult to ascertain which materials would be
 17 responsive. Plaintiffs noted that the requests were clear on their face and reiterated that Plaintiffs
 18 sought advertising across all mediums, as described above. In addition, Plaintiffs directed Uber's
 19 attention to Plaintiffs' Interrogatories Nos. 23-48, as *examples* of the types of slogans, messaging,
 20 and documents at issue:

No.	Central Question	Full Interrogatory
23	Identify the audience to whom Uber communicated, "Everyone's Private Driver."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated its slogan: "Everyone's Private Driver."
24	Identify the audience to whom Uber communicated, "Ride with Uber."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated its slogan: "Ride with Uber."

1	25	Identify the audience to whom Uber communicated, “Uber is the smartest way to get around.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated its slogan: “Uber is the smartest way to get around.”
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4	26	Identify the audience to whom Uber communicated, “Wherever you’re headed, count on Uber for a ride.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated its slogan: “Wherever you’re headed, count on Uber for a ride.”
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8	27	Identify the audience to whom Uber communicated, “Wherever you’re headed, count on Uber for a ride.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Wherever you’re headed, count on Uber for a ride.”
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12	28	Identify the audience to whom Uber communicated, “Safe, reliable rides in minutes.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Safe, reliable rides in minutes.”
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16	29	Identify the audience to whom Uber communicated, “Ride with confidence. The Uber experience was built with safety in mind.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Ride with confidence. The Uber experience was built with safety in mind.”
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21	30	Identify the audience to whom Uber communicated, “we’re dedicated to helping you move safely.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “we’re dedicated to helping you move safely.”
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25	31	Identify the audience to whom Uber communicated, “our commitment to safety” and “our commitment to your safety.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “our
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1		commitment to safety” and “our commitment to your safety.”
2	32	Identify the audience to whom Uber communicated, “At Uber, safety never stops.”
3		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “at Uber, Safety Never Stops.”
4		
5	33	Identify the audience to whom Uber communicated, “Sign up for a ride.”
6		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Sign up to ride.”
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9	34	Identify the audience to whom Uber communicated, “Safest rides on the road.”
10		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Safest rides on the road.”
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12	35	Identify the audience to whom Uber communicated, “setting the strictest standards possible, and then working hard to improve them every day.”
13		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “setting the strictest standards possible, and then working hard to improve them every day.”
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17	36	Identify the audience to whom Uber communicated, “From the moment you request a ride to the moment you arrive, the Uber experience has been designed from the ground up with your safety in mind.”
18		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “From the moment you request a ride to the moment you arrive, the Uber experience has been designed from the ground up with your safety in mind.”
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23	37	Identify the audience to whom Uber communicated that its background checks were “gold standard.”
24		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated that its background checks were “gold standard.”
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26	38	Identify the audience to whom Uber communicated, “From the start to finish, a ride you can trust.”
27		Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to
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		which Uber communicated the phrase: "From start to finish, a ride you can trust."
39	Identify the audience to whom Uber communicated, "[S]afe rides for everyone: whether riding in the backseat or driving up front, every part of the Uber experience is designed around your safety and security."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "[S]afe rides for everyone: Whether riding in the backseat or driving up front, every part of the Uber experience is designed around your safety and security."
40	Identify the audience to whom Uber communicated, "How we keep you safe."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "How we keep you safe."
41	Identify the audience to whom Uber communicated, "Trip Safety, Our Commitment to Riders."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "Trip Safety, Our Commitment to Riders."
42	Identify the audience to whom Uber communicated, "Uber is dedicated to keeping people safe on the road."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "Uber is dedicated to keeping people safe on the road."
43	Identify the audience to whom Uber communicated, "Building safer journeys for everyone."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "Building safer journeys for everyone."
44	Identify the audience to whom Uber communicated, "Our new Door-to-Door Safety Standard. We want you to feel safe riding with Uber."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: "Our new Door-to-Door Safety Standard. We want you to feel safe riding with Uber."
45	Identify the audience to whom Uber communicated, "Focused on safety, wherever you go."	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to

		which Uber communicated the phrase: “Focused on safety, wherever you go.”
46	Identify the audience to whom Uber communicated, “We’re committed to helping to create a safe environment for our users.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “We’re committed to helping to create a safe environment for our users.”
47	Identify the audience to whom Uber communicated, “Designing a safer ride.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Designing a safer ride.”
48	Identify the audience to whom Uber communicated, “We’re helping to create safe journeys for everyone.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “We’re helping to create safe journeys for everyone.”
49	Identify the audience to whom Uber communicated, “Safe rides around the clock.”	Identify (by listing Communication Channels used, quantifying and describing the audience reached, and stating the applicable dates and geographic region) the audience to which Uber communicated the phrase: “Safe rides around the clock.”
53	Identify all communications informing Riders that Uber does not provide rides or transportation.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that Uber does not provide rides or transportation.
54	Identify all communications informing Riders that Uber does not provide safe rides.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that Uber does not provide safe rides.
55	Identify all communications informing Riders that UberX Drivers were not professional drivers.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that UberX Drivers were not professional drivers.
56	Identify all communications informing Riders that UberX Drivers were not Uber employees.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that UberX Drivers were not Uber employees.

57	Identify all communications informing Riders that Uber will not be held responsible or accountable for Drivers' actions that injure riders.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that Uber will not be held responsible or accountable for Drivers' actions that injure Riders.
58	Identify all communications informing Riders that Uber will not be held responsible or accountable for Sexual Misconduct by Drivers.	Identify (by Communication Channel, date range, geographic region, and audience reached) any and all Communications by You informing Riders that Uber will not be held responsible or accountable for Sexual Misconduct by Drivers.

13. On December 20, 2024, Uber stated that it would not identify and search from any other noncustodial source besides Exact Target. According to Uber, it was unilaterally limiting production to custodial sources and, to the extent those sources overlapped with centralized repositories, those would be searched as well through search terms. Uber asserted that if Plaintiffs wanted any other noncustodial source to be searched it was Plaintiffs' burden to identify those sources.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 23, 2024, in Brooklyn, New York.

/s/ draft
Roopal P. Luhana

[Submitting Counsel Below]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**DECLARATION OF VERONICA G.
GROMADA IN SUPPORT OF DEFENDANTS'
PORTION OF THE JOINT LETTER
REGARDING UBER'S PRODUCTION OF
MARKETING MATERIALS**

This Document Relates to:

All Actions

Judge: Hon. Lisa J. Cisneros
Courtroom: G – 15th Floor

DECLARATION OF VERONICA G. GROMADA

I, VERONICA G. GROMADA, declare and state as follows:

1. I am an attorney in the law firm of Shook, Hardy & Bacon LLP, and I represent Defendants in the above-captioned matter. I am a member of the State Bar of Texas and admitted to practice pro hac vice in this Court. I make this declaration based on my own personal knowledge. If called upon to testify, I could and would testify competently to the truth of the matters stated herein. I submit this declaration in support of Defendants' portion of the joint letter brief regarding Uber's marketing materials.

2. To date, Defendants have produced approximately 40,000 documents from custodial and noncustodial sources relating to the various marketing topics addressed in Plaintiffs' Requests for Production.

3. Defendants agreed to and produced documents from Exact Target, a noncustodial source that captured email campaigns from Uber to users of its platform.

4. Exact Target is a deprecated system and is no longer used by the company.

5. Following the parties' agreement in September 2024 (ECF No. 1643), the parties continued to confer on the scope of marketing discovery, including time limitations and topics to be addressed in additional searches.

6. During a conferral with Plaintiffs' counsel on December 20, Plaintiffs informed Defendants that they expected Defendants to produce "everything" related to marketing.

7. On December 23, Defendants identified for Plaintiffs more than 2,000 documents collected from Google Drive that relate to marketing topics, which have been in Plaintiffs' possession before the December 19 Discovery Status Conference.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 23, 2024, in Houston, Texas.

/s/ Veronica G. Gromada
Veronica G. Gromada