[Submitting Counsel Below]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: LYFT, INC. PASSENGER SEXUAL ASSAULT LITIGATION This Order Relates To: ALL ACTIONS	No. 3:26-md-03171-RFL **STIPULATED AND PROPOSED PRETRIAL ORDER NO. 17: PLAINTIFF AND DEFENDANT FACT SHEETS**

This Pretrial Order ("PTO" or "Order") governs the form, schedule for completion, and service of Plaintiff Fact Sheets ("PFS") and Defendant Fact Sheets ("DFS") in this MDL. This Order applies to Defendant Lyft Inc. ("Lyft"), and all Plaintiffs and their counsel in: (a) all actions transferred to *In re: Lyft, Inc. Passenger Sexual Assault Litigation* ("MDL-3171") by the Judicial Panel on Multidistrict Litigation ("JPML") and (b) to all related actions directly filed in or removed to this MDL in this Court.

1. Online Platform

The Court hereby appoints Rubris to serve as the online platform for the data management of PFS and DFS. The parties are directed to utilize the Rubris platform to fulfill their PFS and DFS obligations as detailed below and, to the extent not already done, directly or through their designated representatives, enter into a contract with Rubris specifying the services to be provided, the costs of such services, and the parties' respective payment obligations. Rubris shall work with the parties to

compile all necessary data. The parties shall serve their respective PFS and DFS, and responsive documents to the requests for production of documents by uploading them to Rubris. Uploading the responsive discovery to Rubris shall constitute effective service.

2. Plaintiff Fact Sheets

The Court has approved a template PFS that includes production of certain documents and/or written authorizations for the release of records ("Authorizations"), as identified in the PFS form. *See* Exhibit 1. Each Plaintiff must submit a completed PFS, including production of any documents and executed Authorizations called for by the PFS, through Rubris pursuant to the terms of this Order.

The obligation to comply with this PTO and to provide a PFS shall fall solely on each Plaintiff and their individual counsel. As with all case-specific discovery, Plaintiffs' Lead Counsel and the members of the Plaintiffs' Steering Committee are not obligated to conduct case-specific discovery for Plaintiffs by whom they have not been individually retained. In addition, Plaintiffs' Lead Counsel and the members of the Plaintiffs' Steering Committee have no obligation to notify counsel for Plaintiffs whom they do not represent of Lyft's notice of overdue or deficient discovery nor to respond to any motion practice pertaining thereto. In addition to representing Plaintiff's counsel, Plaintiffs' Leadership's Designated Counsel for alleged case-specific deficiencies ("Designated Counsel") shall be notified of all alleged PFS/DFS deficiencies and assist in meet and confer efforts to cure alleged deficiencies.

3. Defendant Fact Sheets

The Court has approved a DFS that includes document requests. *See* Exhibit 2. Lyft must submit a completed DFS and documents responsive to the requests in the DFS ("DFS Responsive Documents") pursuant to the terms of this Order.

4. Discovery Mechanism

The effect of a Party's response to the questions contained in the PFS and DFS shall be considered the same as interrogatory responses under Fed. R. Civ. P. 33 and document requests under Fed. R. Civ. P. 34, and shall be supplemented in accordance with Fed. R. Civ. P. 26. The Parties' use of the PFS and DFS, document productions, and Authorizations shall be without

prejudice to their rights to serve additional, non-duplicative discovery in the selected bellwether cases following their selection and order by the Court. The Parties shall otherwise not serve any additional case-specific discovery without either consent of the Party from which documents or information are requested or prior authorization from the Court.

5. PFS and DFS Deadlines

The following PFS and DFS deadlines shall apply:

a. Cases Filed/Transferred on or Before the Date of Entry of this Order

For cases directly filed in this judicial district and entered on the MDL 3171 docket on or before the date of entry of this Order and for cases the JPML transferred to MDL 3171 on or before the date of entry of this Order, each Plaintiff must complete, verify, and submit a PFS, with any responsive documents, and applicable executed Authorizations, within thirty (30) days of their ride being verified as contemplated in Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190). Within thirty (30) days of receipt of a substantially complete PFS, with any responsive documents and applicable executed Authorizations, Lyft shall complete and submit a DFS and produce any responsive documents called for in the DFS.

A case shall be deemed transferred to MDL 3171 either: (a) on the date the Clerk enters a certified copy of the JPML's Conditional Transfer Order on the docket of this Court, or (b) where transfer is contested, the date of transfer in any subsequent order from the JPML.

b. Cases Filed/Transferred After the Date of Entry of this Order

For cases directly filed in this judicial district and entered on the MDL 3171 docket, and for cases the JPML transfers to MDL 3171 after the date of entry of this Order, each Plaintiff must complete and submit a PFS, with any responsive documents and applicable executed Authorizations within thirty (30) days of their ride being verified as contemplated in Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190). Within thirty (30) days after receipt of a substantially complete PFS, and applicable executed Authorizations, Lyft must complete and submit a DFS and produce DFS Responsive Documents.

c. Cases Where Ride Cannot be Verified

Irrespective of the deadlines outlined above, if the Ride Receipt or Ride Information Form submitted by a Plaintiff, as contemplated by Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190), is insufficient to allow Lyft to identify a specific trip associated with a Plaintiff's alleged incident, then Plaintiff need not complete a PFS, and Lyft need not complete the DFS. In the event a Plaintiff is able to cure this issue by providing supplemental information to Lyft, then the PFS and DFS deadlines for that Plaintiff, as contemplated in Sections 5(a) and 5(b), above, shall be triggered by Lyft's review of that information and determination that it is able to identify the subject ride.

6. Procedures for Serving Completed Plaintiff and Defendant Fact Sheets and Associated Documents

Within the deadlines prescribed for the PFS in the prior section, Plaintiffs shall serve the completed PFS with any responsive documents, and applicable executed Authorizations upon Lyft's counsel. Service shall be accomplished by uploading the verified PFS to Rubris in the relevant Plaintiff's case file via their unique identifying number and by producing any responsive documents and applicable Authorizations in the same manner and format as detailed in the ESI protocol.

Within the deadlines prescribed for the DFS in the prior section, Lyft shall serve the completed DFS and DFS Responsive Documents upon Plaintiff's counsel. Service shall be accomplished by uploading the verified DFS to Rubris in the relevant Plaintiff's case file via their unique identifying number and by producing all DFS Responsive Documents in the same manner and format as detailed in the ESI protocol.

a. Substantial Completeness of PFS and DFS

The PFS and DFS submission must be substantially complete, which means a Party must:

i. Answer all applicable questions in the PFS or DFS to the best of their ability and/or recollection. Where indicated in the PFS or DFS form, parties may answer questions by indicating "not applicable," "do not recall," or "do not know" and provide the requisite explanation, where noted and in accordance with the instructions within the Fact Sheet;

ii. Include an electronically signed Verification;

iii. Provide duly executed record release Authorizations (for a PFS), when applicable; and

iv. Produce the requested documents to the extent such documents are in the Party's possession, custody, or control.

If a Party considers a PFS or DFS to be materially deficient,[1] a deficiency notice outlining the purported deficiency(ies) shall be served on the deficient Party's attorney of record via Rubris, as well as Designated Counsel. The parties, as well as Designated Counsel for alleged deficiencies, shall meet and confer within fourteen (14) days of notice of the alleged deficiency. The deficient party shall have thirty (30) days after receipt of the notice of the alleged deficiency(ies) to correct the alleged deficiency(ies). If Plaintiff's counsel is unable to cure alleged deficiencies within the thirty (30) days, Plaintiff shall notify Lyft of their intentions with respect to the case, including a request for an extension of time to cure, Plaintiff's voluntary dismissal of the case, or Plaintiff's counsel's withdrawal as counsel for Plaintiff. If Plaintiff fails to notify Lyft of their intentions, Lyft shall promptly notify the Court of such failure and shall seek leave of the Court for Plaintiff to show cause why their case should not be dismissed without prejudice. Lyft may raise multiple Member Cases' deficiencies in a single application to the Court.

7. Plaintiffs that Fail to Timely Serve a PFS

In the event a Plaintiff misses the deadline to timely complete and serve a PFS, Lyft shall serve a Notice of Overdue PFS on that Plaintiff's counsel and Designated Counsel of the failure to comply with this Order. The Plaintiff shall have fourteen (14) days from the date of notice to timely complete, verify, file, and serve the substantially completed PFS. If Plaintiff is unable to substantially complete and serve a PFS within fourteen (14) days, Plaintiff shall notify Lyft of their intentions with respect to the case, including a request for an extension of time to serve a completed PFS, Plaintiff's voluntary dismissal of the case, or Plaintiff's counsel's withdrawal as counsel for Plaintiff. If Plaintiff fails to notify Lyft of their intentions or fails to submit a substantially completed PFS within fourteen (14) days of receiving notice, Lyft shall promptly notify the Court of such

[1] Material deficiencies shall not include typographical errors and any details which may be corrected by counsel without submitting a newly executed PFS verification.

failure and shall seek leave of the Court for Plaintiff to show cause why their case should not be dismissed without prejudice. Lyft may raise multiple Member Cases' deficiencies in a single application to the Court.

8. Objections Reserved to PFS and DFS

All objections to the admissibility of information contained in the PFS and DFS are reserved; therefore, no objections shall be lodged in the responses to the questions and requests contained therein. This paragraph, however, does not prohibit a Party from withholding or redacting information based upon a recognized privilege and in accordance with the Federal Rules of Civil Procedure or applicable Pretrial Orders on discovery issues in this MDL. Documents withheld on the basis of privilege shall be logged in accordance with Pretrial Order No. 6: Initial JCCP Document Production and Interim Protective Order (Dkt. 88) regarding produced information and documents unless and until the Court issues a subsequent Order regarding privileged material, which shall supersede all prior protective orders and govern all member cases and Parties in this MDL.

9. Confidentiality of Data

To the extent that the PFS or DFS requires the responding party to provide confidential documents or information, the disclosure shall be governed by the Pretrial Order No. 12: Stipulated Protective Order (Dkt. 183).

10. Scope of Depositions and Admissibility of Evidence

Nothing in the PFS or DFS shall be deemed to limit the scope of inquiry at depositions or impact the admissibility of evidence at trial. The scope of inquiry at depositions shall remain governed by the Federal Rules of Civil Procedure. The Federal Rules of Evidence shall govern the admissibility of information contained in responses to the PFS and DFS and no objections are waived by virtue of providing information in any PFS or DFS.

11. Rules Applicable to Plaintiffs' Authorizations

As set forth above, applicable Authorizations, shall be provided with the PFS at the time that the Plaintiff is required to submit a PFS pursuant to this Order.

Should Plaintiffs provide Authorizations that are undated, this shall not constitute a deficiency or be deemed to be a substantially non-complete PFS. Lyft (or the applicable records

vendor, which the Parties may elect to jointly retain) has permission to date (and where applicable, re-date) undated Authorizations before sending them to records custodians.

If an agency, company, firm, institution, provider, or records custodian to whom any Authorization is presented refuses to provide records in response to that Authorization, Lyft (or the applicable records vendor) shall notify a Plaintiff's individual representative counsel and Designated Counsel. Upon notification, counsel shall work together in good faith to resolve the records issue.

In the event a records custodian requires a proprietary authorization or other particular form, Lyft (or the applicable records vendor) will provide it to Plaintiff's individual representative counsel who shall thereafter execute and return the proprietary authorization or other particular form within fourteen (14) days.

Lyft or its designees (including the applicable records vendor) shall have the right to contact agencies, companies, firms, institutions, or providers to follow up on record copying or production, after prior consent by Plaintiffs.

Counsel for each Plaintiff will have the right to obtain copies of all documents Lyft receives pursuant to Authorizations provided by that Plaintiff. The Parties will meet and confer regarding the process and terms of Lyft (and/or the applicable records vendor) providing copies of documents obtained.

Regarding Plaintiff's mental health records, Plaintiff's representing counsel shall have a two (2) week first look to review and redact any privileged information and provide Lyft with the redacted records along with a privilege log.

12. Stipulated Revisions

If, at any time, the parties wish to stipulate to amendments of the fact sheets or amendments to this Pretrial Order, they may do so by filing a stipulation on the docket. Revisions will be subject to the Court's approval.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 5, 2026

Respectfully submitted,

By: *Rachel B. Abrams*
Rachel B. Abrams (SBN 209316)
PEIFFER WOLF CARR KANE CONWAY & WISE, LLP
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: *Kristen L. Richer*
Kristen L. Richer (SBN 315883)
Sandra M. Ko (SBN 260863)
Erin M. Gilmore (SBN 324319)
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
egilmore@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.
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 25, 2026

Hon. Rita F. Lin
United States District Court Judge

SIGNATURE ATTESTATION

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: June 5, 2026

Respectfully submitted,

BARNES & THORNBURG LLP

By: *Kristen L. Richer*
Kristen L. Richer

Counsel for Defendant Lyft, Inc.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

IN RE: LYFT, INC. PASSENGER SEXUAL ASSAULT LITIGATION	MDL No. 3171
	No. 3:26-md-03171-RFL
This Document Relates to:	**PLAINTIFF FACT SHEET**
ALL ACTIONS	

PLAINTIFF FACT SHEET

CASE NUMBER:

PLAINTIFF NAME:

on behalf of (if applicable):

relationship (if applicable):

GENERAL INSTRUCTIONS

Pursuant to the Order Regarding Fact Sheet Implementation (Dkt. 225) entered in the above-captioned litigation, a completed Plaintiff Fact Sheet ("PFS") shall be provided for each individual asserting legal claims in the above-captioned lawsuit. Each question must be answered in full. If you do not know or cannot recall the information needed to answer a question, please explain that in the response to the question and, where requested in the form, explain why. Responses of "do not know" or "do not recall" should be reserved for instances in which you are unable to provide a response; they should not be used as a substitute for your obligation to conduct a reasonable and diligent inquiry to provide the information requested of you in this form.

Please do not leave any questions unanswered or blank.

Accuracy and Supplementation

The Plaintiff completing this PFS is under oath and must provide information that is true and correct to the best of her or his knowledge, information, and belief. Plaintiff is under an obligation to supplement these responses consistent with the Federal Rules of Civil Procedure, including that Plaintiff must supplement their PFS if Plaintiff learns that any response is incomplete, incorrect, and/or if additional or corrective information is identified.

Use of this Information

All responses herein are CONFIDENTIAL and subject to the Protective Order entered in this matter. **Defendants will not contact any health care provider identified in this PFS, other than for the purpose of seeking records pursuant to authorizations signed by Plaintiff, without Plaintiff's consent or Court Order.**

Previous Production of Ride Receipt Information

Pursuant to Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190), You—or counsel acting on Your behalf—may have previously produced either a Disclosure of Ride Receipt Information form, with attachment, or a Ride Information Form, providing Lyft with information to enable it to identify and verify the subject Trip and/or subject Incident alleged by You in Your case. In completing this form and verifying the information contained in it, any such ride receipt disclosure is hereby adopted by You and incorporated into Your response to this fact sheet.

DEFINITIONS

The following definitions shall apply to this PFS:

"You" and "Your" refer to the Plaintiff, listed above, as well as her/his/their agents, representatives, and all other natural persons or entities acting on her/his behalf; provided that if the Plaintiff has filed this lawsuit on behalf of another (e.g., a decedent or a minor), then "You" and "Your" refer to the person on whose behalf this lawsuit was filed. In such a case, the Plaintiff should identify at the top of this page the person on whose behalf the case was filed and the Plaintiff's relationship to that person (e.g., guardian, administrator of estate, etc.).

"Driver" refers to the person who You allege, in the complaint filed in this action and/or pursuant to Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190) (the Ride Receipt Order), committed sexual misconduct or assault against You.

"Document" means any writing or record of any type, however produced and whatever the medium on which it was produced, and includes, without limitation, the original and non-identical copy (whether different from the original because of handwritten notes or underlining on the copy or

otherwise) and all drafts of papers, letters, notes, notations, memoranda of conversations or meetings, calendars, diaries or journals, minutes of meetings, interoffice communications, electronic mail and other forms of electronic communication (including but not limited to postings on websites, blogs and/or social media), message slips, notebooks, agreements, reports, articles, books, tables, charts, schedules, memoranda, medical records, X-rays, explants, devices, advertisements, pictures, photographs, films, accounting books or records, billings, credit card records, electrical or magnetic recordings or tapes, or any other writings, recordings or pictures of any kind or description.

"Incident" refers to all events that You allege, in the complaint filed in this action or herein, constituted sexual misconduct or assault against You.

"Trip" refers to any ride that You, or another person on Your behalf or for Your benefit, requested through the rider version of the Lyft Application around the time of the Incident.

"Health Care Provider" means any facility or person involved in the evaluation, diagnosis, care, or treatment of You, including without limitation any such hospital; clinic; medical center; physician's office; infirmary; medical or diagnostic laboratory; pharmacy; provider of any and all telemedical services; counselor; x-ray department; physical therapy department; rehabilitation specialist; physician; psychiatrist; physical therapist; osteopath; homeopath; chiropractor; psychologist; occupational therapist; nurse; herbalist; emergency responder including EMT, paramedic, or firefighter; social worker; or other facility or person that provides medical, dietary, psychiatric, mental, emotional, or psychological evaluation, diagnosis, care, treatment, or advice. This definition also includes professionals and facilities that may have treated, examined, evaluated, diagnosed, or otherwise cared for You as part of a Sexual Assault Response Team exam, a Sexual Assault Forensic Exam, or a Sexual Assault Nurse Exam.

CASE INFORMATION

1. Please state the following for the civil action that Plaintiff filed:

   a. Case number:

   b. Pseudonym used in the Complaint:

   c. Name of principal attorney and law firm representing Plaintiff:

YOUR PERSONAL INFORMATION

2. Your Name (Last Name, First Name, Middle):

3. Your Maiden name (if applicable) or other names used and date range for which that name/those names were used:

4. If the person filling out this PFS is not Plaintiff, provide the first, middle, and last name of the person filling out the PFS:

5. Your Current address (Street address, City, State, Zip):

6. Your city and state of residence at the time of the Incident:

7. Your Date of Birth (MM/DD/YYYY):

8. Last Four Digits of Your Social Security Number:

9. Do You currently have, or have you ever had, an Uber account?

☐ Yes

☐ No

If *yes*:

a. What is the name associated with Your Uber account:

b. What is the phone number associated with Your Uber account:

c. What is the email address associated with Your Uber account:

d. Provide the date of Your first trip pairing as an Uber rider:

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

e. Provide the date of Your last trip pairing as an Uber rider:

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

10. Have You ever been a driver on the Lyft Platform?

☐ Yes

☐ No

If *yes*:

a. What is the name associated with Your Lyft Driver account:

b. What is the phone number associated with Your Lyft Driver account:

c. What is the email address associated with Your Lyft Driver account:

d. What was the date of Your first trip pairing as a Lyft driver?

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

e. What was the date of Your last trip pairing as a Lyft Driver?

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

f. What was Your total number of trips as a Lyft driver?

Note: To the extent you are unable to provide an exact number of trips, please provide your best estimate.

11. Have You ever been a driver on the Uber Platform?

☐ Yes

☐ No

If *yes*:

a. What was the date of Your first trip pairing as an Uber driver:

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

b. What was the date of Your last trip pairing as an Uber driver:

Note: To the extent you are unable to identify the exact date, please provide an approximate date or, if applicable, state that you do not know.

c. What was Your total number of trips as an Uber driver:

Note: To the extent you are unable to provide an exact number of trips, please provide your best estimate.

12. From two years prior to the Incident through the present, please identify the employers for whom You worked; Your job title; Your responsibilities or duties; as well as the city, state, and dates of employment for each employer.

13. Check the box for the highest level of education You attained:

☐ Some High School

☐ High School Graduate/GED

☐ Some College

☐ Associate's Degree

☐ Bachelor's Degree

☐ Master's/Doctorate/Postgraduate Degree

☐ Other:

14. Have You ever been a plaintiff or defendant in any other lawsuit?

☐ Yes

☐ No

If *yes*, please provide the case name, case number, and the year the case was filed:

INFORMATION AS TO THE INCIDENT

15. In response to Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190), did you produce one or more of the following to Lyft?

☐ A PDF of the ride receipt for the Trip related to the subject Incident

☐ A Ride Information Form

☐ Neither

16. Understanding Regarding Previous Production of Ride Receipt Information

Pursuant to Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190), You—or counsel acting on Your behalf—may have previously produced either a Disclosure of Ride Receipt Information form, with attachment, or a Ride Information Form providing Lyft with information to enable it to identify and verify the subject Trip and/or subject Incident alleged by You in Your case. In completing this form and verifying the information contained in it, any such ride receipt disclosure is hereby adopted by You and incorporated into Your response to this fact sheet.

☐ Yes, I understand.

☐ No

17. Did You request the Trip related to the Incident?

☐ Yes

☐ No

a. If *No*, and if not previously produced pursuant to Pretrial Order No. 14: Disclosure of Ride Receipt Information (Dkt. 190), please state the name, phone number, and email address associated with the Lyft account through which the ride at issue was arranged:

i. Name (Last, First, Middle):

ii. Phone Number:

iii. Email Address:

18. Time and Date of the Incident (Please provide the time, day, month, and year. If You do not recall the exact time, day, month, and year, please provide as much information as You can remember):

19. Do you know the name of the Driver who You allege committed sexual misconduct or assault against You?

☐ Yes. Provide the name (first and last, if available):

☐ No

20. Did the vehicle You entered match the vehicle identified on the Ride Receipt?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

21. Was the person driving the vehicle that You entered the same as the Driver identified on the Ride Receipt?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

22. Did the Driver take You to the requested destination for the Trip?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

23. Did the Ride end before You arrived at the requested destination for the Trip?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

24. Did You and the Driver communicate about the route the Driver took during Your ride?

☐ Yes

☐ No

a. If *yes*, please describe those communications here:

25. Describe any other communications between You and the Driver during Your ride:

26. Did the Driver make any stops or pull over, other than at the requested destination for the Trip?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

a. If *yes*, did You and the Driver discuss stopping or pulling over before the Driver did so?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

b. If You and the Driver did communicate about stopping or pulling over at a location other than the requested destination, please describe those communications here:

27. Did the Driver end the Trip at a location other than the requested destination?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

a. If *yes*, where did the Driver end the Trip?

b. If *yes*, did You and the Driver communicate about ending the Trip at a location other than the requested destination before the Driver did so?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

c. If You and the Driver did communicate about ending the Trip at a location other than the requested destination, please describe those communications here:

28. Did You communicate with the Driver in written form outside of the Lyft App, including text messages, social media messages, or email?

☐ Yes

If *yes,* please provide the form of the communication, to the best of your recollection (e.g., text, email):

☐ No

a. If You answered *yes* to this question, please **produce all such communications** in Your possession with this Plaintiff Fact Sheet.

b. If You answered *yes* to the question but no longer have the communications, please state in as much detail as possible the reasons why the communications are no longer in Your possession and when approximately You believe You last had them, if You know.

29. Did You communicate with the Driver in any other format before or after the Trip?

☐ Yes.

If *yes,* please describe the form of the communication, to the best of your recollection (e.g., phone call):

☐ No

☐ Do Not Know/Do Not Recall

30. State the location (including city, state, zip code, and nearest street address, or, if unknown, the closest intersection) of the Incident:

31. Do You recall seeing a camera inside the Driver's vehicle?

☐ Yes

☐ No

32. Did You take any videos or audio recording or photos of the Driver, the inside or outside of the Driver's vehicle, or of any part of the subject Incident?

☐ Yes

☐ No

a. If You answered *yes* to this question, please **produce all such recordings or photos** in Your possession with this Plaintiff Fact Sheet.

b. If You answered *yes* to the question but no longer have the recordings or photos, please state in as much detail as possible the reasons why the communications are no longer in Your possession and when approximately You believe You last had them, if You know.

33. If You answered "Do Not Know/Do Not Recall" in response to any of Questions 20, 21, 22, 23, 26, 27 and 29 above, please explain the reasons why You do not know or do not recall this information:

THE INCIDENT

34. Please describe the Incident in Your own words:

35. Which of the following acts occurred during the Incident? Please select all that apply and, where relevant, select whether contact was over or under clothing:

☐ Lewd and/or Inappropriate Comments or Questions or Gestures[1]

☐ Verbal Threat of Sexual Assault[2]

☐ Masturbation and/or Indecent Exposure[3]

☐ Attempted Touching of a Non-Sexual Body Part[4]

☐ Over the Clothes[5]

[1] This category is defined to include, but is not limited to, the following: asking specific, probing, and personal questions of the user; making uncomfortable comments on the user's appearance; making sexually suggestive gestures at the user; and asking for a kiss, displays of nudity, sex, or contact with a sexual body part.

[2] This category is defined to include directing verbal explicit/direct threats of sexual violence at a user.

[3] This category is defined to include exposing genitalia and/or engaging in sexual acts in the presence of a user.

[4] This category is defined to include, without consent from the user, attempting to touch, but failing to come into contact with, any non-sexual body part (hand, leg, thigh) of the user.

[5] This category is defined to include any attempted touch over any piece of clothing on the user (e.g., pants, shirt, bra, underwear) as well as any attempted touch on an area that in no way has clothing covering it (e.g., parts of the thigh when wearing shorts).

- ☐ Under the Clothes[6]

☐ Attempted Kissing of a Non-Sexual Body Part[7]

☐ Attempted Touching of a Sexual Body Part Not Involving Penetration[8]

- ☐ Over the Clothes
- ☐ Under the Clothes

☐ Attempted Kissing of a Sexual Body Part[9]

- ☐ Over the Clothes
- ☐ Under the Clothes

☐ Touching of a Non-Sexual Body Part[10]

- ☐ Over the Clothes[11]
- ☐ Under the Clothes[12]

☐ Kissing of a Non-Sexual Body Part[13]

☐ Attempted Sexual Penetration Including Oral Copulation[14]

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[6] This category is defined to include any attempted touch on a part of a user's body which is covered by clothing. It does not include an attempted touch on an area that does not have clothing covering it in the first instance (e.g., parts of the thigh when wearing shorts).

[7] This category is defined to include, without consent from the user, attempting but failing to kiss, lick, or bite any non-sexual body part (e.g., hand, leg, thigh) of the user.

[8] This category is defined to include, without explicit consent from the user, attempting to touch, but failing to come into contact with, any sexual body part (i.e., breast, genitalia, mouth, buttocks) of the user. It does not include attempts at penetration.

[9] This category is defined to include, without consent from the user, attempting but failing to kiss, lick, or bite on either the breast or buttocks of the user. This also includes attempts to kiss on the lips and attempts to kiss while using tongue.

[10] This category is defined to include, without explicit consent from the user, touching or forcing a touch on any non-sexual body part (e.g., hand, leg, thigh) of the user.

[11] This category is defined to include any attempted touch over any piece of clothing on the user (e.g., pants, shirt, bra, underwear) as well as any attempted touch on an area that in no way has clothing covering it (e.g., parts of the thigh when wearing shorts).

[12] This category is defined to include any attempted touch on a part of a user's body which is covered by clothing. It does not include an attempted touch on an area that does not have clothing covering it in the first instance (e.g., parts of the thigh when wearing shorts).

[13] This category is defined to include, without consent from the user, any kiss, lick, or bite, or forced kiss, lick, or bite on any non-sexual body part (e.g., hand, leg, thigh) of the user.

[14] This category is defined to include, without explicit consent from a user, attempting but failing to penetrate, no matter how slight, the vagina or anus of a user with any body part or object. This includes attempted penetration of

☐ Touching of a Sexual Body Part Not Involving Penetration[15]

☐ Over the Clothes

☐ Under the Clothes

☐ Kissing of a Sexual Body Part[16]

☐ Sexual Penetration Including Oral Copulation[17]

☐ Kidnapping[18]

☐ Other. If *other*, please describe:

36. Did the Driver engage in any of the conduct described in Question 35 while you were inside the vehicle?

☐ Yes

☐ No

a. If *yes*, where in the vehicle were You located during the Incident?

☐ Front Seats

☐ Back Seats

☐ Both

☐ Do Not Recall

If You do not recall, please state the reason(s) why You are unable to recall:

b. If *no*, did all conduct described in Question 35 occur only before You entered and/or after You exited the Driver's vehicle?

☐ Only before entering the Driver's vehicle

☐ Only after exiting the Driver's vehicle

---

the user's mouth with a sexual organ or sexual body part. This excludes kissing and attempted kissing with tongue.

[15] This category is defined to include, without explicit consent from the user, touching or forcing a touch on any sexual body part (i.e., breast, genitalia, mouth, buttocks) of the user. It does not include penetration.

[16] This category is defined to include, without consent from the user, any kiss, lick, or bite, or forced kiss, lick, or bite on either the breast or buttocks of the user. This also includes kissing on the lips and kissing while using tongue.

[17] This category is defined to include, without explicit consent from a user, penetration, no matter how slight, of the vagina or anus of a user with any body part or object. This includes penetration of the user's mouth with a sexual organ or sexual body part. This excludes kissing with tongue.

[18] This category is defined to include abduction, child abduction, false imprisonment, human trafficking, unlawful restraint, and unlawful/forcible detention.

☐ Both before and after exiting the Driver's vehicle

WITNESSES

37. Was there another passenger in the vehicle with You at any point during the Trip?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

a. If *yes*, please identify the other passenger(s) by name, full address and phone number, if known:

b. If *yes*, did You know the other passenger(s) before You or someone on Your behalf requested the Trip?

☐ Yes

☐ No

38. If You answered *yes* to Question 37, above, was the other passenger in the vehicle with You at the time of the Incident?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

39. If You know or recall, did anyone besides You and the Driver hear, see, or otherwise witness the Incident at the time it occurred?

☐ Yes

☐ No

☐ Do Not Know/Do Not Recall

a. If *yes*, please identify the witness(es) by name, full address and phone number, if known:

40. If You answered "Do Not Know/Do Not Recall" in response to any of Questions 37-39, above, please state the reason(s) why You do not know or do not recall this information:

41. Did You or someone on Your behalf notify any of the following entities of the Incident (Please check all that apply):

- ☐ Lyft
- ☐ Law Enforcement
- ☐ Health Care Provider (including mental health care professionals)
- ☐ Other:

42. If You notified Lyft, or if You know or recall someone on Your behalf notifying Lyft, how was Lyft notified?

- ☐ Phone Call
- ☐ Email
- ☐ In-App Notification
- ☐ Other:

43. If someone other than You notified Lyft on Your behalf, state that person's full name, address, and phone number, if known:

44. A report to law enforcement is not necessary to pursue your claim, but if You or someone on Your behalf notified law enforcement, please answer the following questions to the best of Your ability:

a. Who notified law enforcement of the Incident?
b. When?
c. If someone notified law enforcement on Your behalf, state that person's full name, address, and phone number:
d. List all law enforcement agencies of which You are aware that were notified about the Incident, as well as the report number for each such report:

Produce, along with this Plaintiff Fact Sheet, copies of any reports in Your possession, custody or control that You or someone on Your behalf made to any law enforcement agency regarding the Incident (including any attachments or related materials). [19]

[19] The production of law enforcement records in the Plaintiff's possession is not intended to be a representation that the produced information is complete.

45. Have You ever testified in any criminal hearing(s) or trial(s) in connection with the Incident?

☐ Yes

☐ No

a. If yes, please identify the case name, case number and jurisdiction for the criminal hearing(s) or trial(s), and the date of Your testimony (even if approximate):

46. Have You posted information regarding the Incident, the Driver, and/or the Trip on a website or on social media (e.g., a social media site, a blog, a personal website, etc.), including anonymously:

☐ Yes

☐ No

a. If *yes*, please describe to the best of Your ability where You posted the information, when it was posted (either with the exact date, or the approximate date if that is all You are able to provide), and what username or social media handle was used to post the information:

Platform or Website on which You Posted	Social Media Handle or Username Used	Date of Post

47. Have You communicated with any of the following about the Incident, the Driver, and/or the Trip (Please check all that apply):

☐ Spouse

☐ Romantic Partner (unmarried)

☐ Family Member

☐ Friend

☐ Other:

a. If You checked any of the above boxes in Question 47, please fill out the following

chart to identify each individual or other entity You have communicated with about the Incident, the Driver, and/or the Trip and their last known contact information. Do not list the attorneys representing You in this case or Lyft. To the extent that You do not know the name of any of the individuals or other entities You have communicated with, please provide any identifying information that You are aware of (e.g., neighbor, coworker, business colleague). As discovery is ongoing, You must supplement this form if and when You communicate with additional individuals about the Incident.

Name or Identifying Information of the Person with whom You Communicated	Last Known Contact Information (address, phone number, and email)	Method of Communication	Date of Communication (Exact or Approximate)

INJURIES AND DAMAGES

48. Have You disclosed the subject Incident to any Health Care Providers? (This Request includes Health Care Providers even if they did not provide care and/or treatment related to any injuries alleged to be caused by the subject Incident).

☐ Yes

☐ No

49. Did You suffer mental or emotional harm that You allege was caused in whole or in part by the Incident:

☐ Yes

☐ No

a. If You answered *yes* to Question 49, please describe each such mental or emotional harm You have allegedly suffered in Your own words:

b. If You answered *yes* to Question 49, prior to the Incident, had You ever been diagnosed with or treated for the same or similar condition as the condition You referenced in response to Question 49.a, above?

☐ Yes

If *yes,* please identify which condition(s), and describe whether and how the condition allegedly changed, worsened, or was impacted following the incident:

Note: You must also work with Your counsel to ensure that any relevant, existing medical records relating to diagnosis or treatment of any such conditions are preserved.

☐ No

50. Did You suffer physical harm that You allege was caused in whole or in part by the subject Incident?

☐ Yes

☐ No

a. If You answered *yes* to Question 50, please describe each such physical harm You have allegedly suffered in Your own words:

b. If You answered *yes* to Question 50, prior to the Incident, had You ever been diagnosed with or treated for the same or similar condition as the condition You referenced in response to Question 50.a, above?

☐ Yes

If *yes,* please identify which condition(s), and describe whether and how the condition allegedly changed, worsened, or was impacted following the incident.

Note: You must also work with Your counsel to ensure that any relevant, existing medical records relating to diagnosis or treatment of any such conditions are preserved.

☐ No

51. Have You sought treatment from any Health Care Provider (including, but not limited to, any psychologist, therapist, psychiatrist, or other mental healthcare provider) for any of the above listed conditions that You allege were caused in whole or in part by the subject Incident?

☐ Yes

☐ No

52. Have You been diagnosed by a Health Care Provider with any psychiatric, mental, or

behavioral conditions that You allege were caused in whole or in part by the subject Incident?

☐ Yes

☐ No

53. Have You been diagnosed by a Health Care Provider with, or treated by a Health Care Provider for, an aggravation of any pre-existing psychiatric, mental, or behavioral conditions that You allege were caused in whole or in part by the subject Incident?

☐ Yes

☐ No

a. If You answered *yes* to Question 53, please describe each such mental or emotional harm You have allegedly suffered in Your own words:

b. If You answered *yes* to Question 53, prior to the Incident, had You ever been diagnosed with or treated for the same or similar condition as the condition You referenced in response to Question 53.a, above?

54. Were You treated by emergency responders, including police officers, EMT, firefighters, or paramedics, as a result of the Incident?

☐ Yes

☐ No

55. Did You undergo a medical exam to determine any physical injuries or the presence of any evidence (e.g., a Sexual Assault Response Team "SART" exam, a Sexual Assault Forensic Exam ("SAFE"), or a Sexual Assault Nurse Exam ("SANE"))?

☐ Yes

☐ No

56. Have You ever been diagnosed and/or treated by any Health Care Provider for any injury or condition You allege was caused and/or exacerbated by the subject Incident, including mental health conditions such as depression or PTSD?

☐ Yes

☐ No

a. Please identify in the below chart the Health Care Providers who (1) diagnosed You with any conditions You allege were caused in whole or part by the subject Incident; (2) treated You for any injuries or conditions caused by the Incident; (3) treated You

for any pre-existing injuries or conditions that You believe were exacerbated as a result of the subject Incident (whether or not the treatment for that injury or condition occurred prior to or after the Incident); (4) prescribed or filled any medications related to any current or preexisting conditions that You claim were caused or exacerbated by the subject Incident (whether or not the medication was prescribed or filled prior to the subject Incident); or (5) to whom You disclosed the subject Incident. Please continue to supplement this form if and when You are treated by additional Health Care Providers.

Name of Health Care Provider and Facility	**Diagnosis, Treatment, or Examination (if known)**	**Approximate Date(s) of Diagnosis, Treatment, or Examination**	**Please check this box for any conditions that pre-existed the subject Incident that have been aggravated by the subject Incident**
Health Care Provider: Facility:			☐
Health Care Provider: Facility:			☐

57. Do You claim or expect to claim that You lost earnings or suffered impairment of earning capacity as a result of any physical, mental, or emotional injury You allege?

☐ Yes

☐ No

a. If *yes*, please describe, in as much detail as possible, Your lost earnings:

b. If *yes,* produce all documents in Your possession, custody, or control comprising all or a portion of Your claim for lost earnings and/or impaired earning capacity.

58. Did You at any point file for disability coverage as a result of any physical, mental, or emotional injury You allege was caused and/or exacerbated by the subject Incident?

☐ Yes

☐ No

59. Do You seek or expect to seek to recover any out-of-pocket costs, including medical expenses covered by insurance, that You have incurred relating to the diagnoses and/or treatment of any physical, mental, or emotional injuries You allege You sustained as a result of the Incident?

☐ Yes

☐ No

a. If *yes*, please provide an estimate of any out-of-pocket costs that You have incurred, and an explanation of what it is based on:

AUTHORIZATIONS

Plaintiff agrees to produce copies of signed and dated authorizations for the releases listed below, if warranted based on responses herein. Plaintiff agrees that this PFS shall not be considered complete unless and until applicable signed authorization forms are submitted. Plaintiff agrees that any document request for records to be produced by Plaintiff will not preclude Defendant from also collecting such records directly from the source pursuant to these signed authorizations.

Attach the following documents to this PFS as instructed below, making certain that all releases are signed and dated:

1) If You have received medical treatment for an injury that you allege was caused by the subject Incident, please execute the Limited Authorization to Disclose Health Information (Ex. A).

   Leave the "To" field blank.

2) If You have received mental health care for any conditions that you allege were caused by the subject Incident, please execute the Authorization to Disclose Psychiatric, Psychotherapy, and Mental Health Information (Ex. B). Leave the "To" field blank.

3) If You indicated that You or someone on Your behalf notified law enforcement of the Incident in Question 44, please execute the Authorization to Disclose Law Enforcement Records (Ex. C). Leave the "To" field blank.

4) If You indicated that You have filed for disability for a condition or conditions You allege were caused in whole or in part by the subject Incident, please execute the Consent for Release of Information, Form SSA-3288 (Ex. D).

VERIFICATION

I, _____, hereby state that I have reviewed the Plaintiff Fact Sheet, and any/all prior ride receipt information produced by me and incorporated and adopted into this Fact Sheet, as reflected in my response to Question 16, above. The statements set forth herein are true and correct to the best of my knowledge, information and belief. I make this verification based on my personal knowledge. I also declare that I have conducted a reasonable and diligent search for requested documents and information in my possession, custody, or control, and have supplied the documents requested and/or required of me in this Plaintiff Fact Sheet. I also declare that I have completed and submitted all required authorizations listed above. I declare under penalty of perjury subject to 28 U.S.C. § 1746 that the foregoing, and all of the information provided in this Plaintiff Fact Sheet, is true and correct to the best of my knowledge. I understand that I am under an obligation to supplement these responses.

_____	_____	_____
Signature	Print Name/Title	Date

EXHIBIT A

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

AUTHORIZED IN CONNECTION WITH

IN RE: LYFT, INC., PASSENGER SEXUAL ASSAULT LITIGATION
Northern District of California
No. 3:26-MD-03171

LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"))

TO: _____
(Health Care Provider)

Please complete all sections of this release form below. Please leave the "To" field above blank.

Patient's Name: _____

Former/Alias/Maiden Name of Patient: _____

Patient's Date of Birth: _____

Patient's Social Security Number: _____

Patient's Address: _____

Ordering Period: Date of Subject Incident: _____to Present.

I,_____, hereby authorize any Health Care Provider[1], including the one listed above, to disclose and furnish to The Marker Group the protected medical and/or insurance information listed below for the purpose of review and evaluation in connection with a legal claim. The Marker Group will maintain all records available via a secure share file site. Notification of the records received shall be made to both Plaintiff's Identified Counsel and to Lyft, Inc. ("Lyft") and/or its duly assigned agents, including Barnes & Thornburg LLP and Williams & Connolly LLP ("Barnes & Thornburg" and "Williams & Connolly") at the following addresses:

[1] "Health Care Provider" means any facility or person involved in the evaluation, diagnosis, care, or treatment of You, including without limitation any such hospital; clinic; medical center; physician's office; infirmary; medical or diagnostic laboratory; pharmacy; counselor; x-ray department; physical therapy department; rehabilitation specialist; physician; psychiatrist; physical therapist; osteopath; homeopath; chiropractor; psychologist; occupational therapist; nurse; herbalist; emergency responder including EMT, paramedic, or firefighter; social worker; or other facility or person that provides medical, dietary, psychiatric, mental, emotional, or psychological evaluation, diagnosis, care, treatment, or advice. This definition also includes professionals and facilities that may have treated, examined, evaluated, diagnosed, or otherwise cared for You as part of a Sexual Assault Response Team exam, a Sexual Assault Forensic Exam, or a Sexual Assault Nurse Exam.

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Plaintiff's Identified Counsel: _____

Lyft's Counsel: _____

I. Health Information to Be Disclosed

Disclose any and all protected medical and/or insurance information and records within the requested time period. For the purposes of this authorization "medical and/or insurance information and records" shall be given the broadest definition allowed under applicable federal and state law, including but not limited to:

- Records of inpatient, outpatient and emergency room treatment, all clinical charts, reports, documents, correspondence, phone notes, test results, statements, questionnaires/histories, office and doctor's handwritten notes, and letters or records received by other physicians.

- All laboratory, histology, cytology, pathology, radiology, CT Scan, MRI, echocardiogram, and catheterization reports, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films/reels, and echocardiogram videos.

- All pharmacy/prescription records, including NOC numbers and drug information handouts/monographs.

- All billing records, including all statements, itemized bills, and insurance records.

- All records of any samples of prescription medicines provided.

Notwithstanding the broad scope of the above disclosure requests, this authorization form does not authorize the disclosure of notes or records pertaining to psychiatric, psychological, or mental health treatment or diagnosis, including psychotherapy notes, as such terms are defined by HIPAA, 45 CFR § 164.501.

I expressly request that any Health Care Provider identified above disclose full and complete protected medical information. I authorize disclosure of the above-specified information to Barnes & Thornburg and Williams & Connolly and to its attorneys, employees, and agents, who have agreed to pay reasonable charges incurred by the Health Care Provider to supply copies of such records.

1. To the Health Care Provider: **this authorization is being forwarded by, or on behalf of, attorneys for the defendants. You are not authorized to discuss any aspect of the above-**

named person's medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on his or her medical or physical condition, unless you receive an additional authorization permitting such discussion. Subject to all applicable legal objections, this restriction does not apply to discussing my medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on my medical or physical condition at a deposition or trial.

2. I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the Health Care Provider at the Health Care Provider's address. I understand the revocation will not apply to information that has already been released in response to this authorization. Cancellation, revocation, or modification will be valid only once the Health Care Provider receives written notification of such cancellation, revocation, or modification. A copy of said notification shall also be sent to Barnes & Thornburg and Williams & Connolly. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy.

3. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment, payment, enrollment, or eligibility for benefits.

4. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR § 164.524.

5. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules, including HIPAA. If I have questions about disclosure of my health information, I can contact the Health Care Provider.

6. A notarized signature is not required. 45 CFR § 164.508. A copy of this authorization may be used in place of an original.

II. Form of Disclosure

____ An electronic record uploaded to The Marker Group's secure share file site at:

https://www.Markers-Portal.com
Portal Authentication Code: Contact Marker at 713-934-2591

____ An electronic record emailed to: RequestCenter@marker-group.com

____ An electronic record faxed to: 713-934-2522

____ Hard copy, mailed to The Marker Group at:

The Marker Group
13105 Northwest Freeway, Ste. 300
Houston, TX 77040

III. Duration of Authorization

This authorization shall be effective until January 1, 2030, or until the conclusion of my case in *In re: Lyft, Inc., Passenger Sexual Assault Litigation*, 3:26-md-03171-RFL (MDL No. 3171), whichever date is later in time.

IV. Signature

Signature: _____ Date: _____

Print your name: _____

If this form is being completed by a person with legal authority to act on an individual's behalf, such a legal guardian or health care agent, please complete the following information:

Name of person completing this form: _____

Signature of person completing this form: _____

Describe how this person has legal authority to sign this form: _____

EXHIBIT B

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

AUTHORIZED IN CONNECTION WITH

IN RE: LYFT, INC., PASSENGER SEXUAL ASSAULT LITIGATION
Northern District of California
No. 3:26-md-03171

AUTHORIZATION TO DISCLOSE PSYCHIATRIC, PSYCHOTHERAPY, AND MENTAL HEALTH INFORMATION
(Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"))

TO: _____
(Health Care Provider)

Please complete all sections of this release form below. Please leave the "To" field above blank.

Patient's Name: _____

Former/Alias/Maiden Name of Patient: _____

Patient's Date of Birth: _____

Patient's Social Security Number: _____

Patient's Address: _____

Requested Period: Date of Incident:_____to present and ten (10) years prior to Date of Incident.

I, _____, hereby authorize any Health Care Provider[1], including the one listed above, to disclose and furnish to The Marker Group the protected medical and/or insurance information listed below for the purpose of review and evaluation in connection with a legal claim. The Marker Group will maintain all records available via a secure share file site. Notification of the records received shall be made to both Plaintiff's Identified Counsel and to Lyft, Inc. ("Lyft") and/or its duly assigned agents, including Barnes & Thornburg LLP and Williams & Connolly LLP ("Barnes & Thornburg" and "Williams & Connolly") at the following addresses:

Plaintiff's Identified Counsel: _____

[1] "Health Care Provider" means any facility or person involved in the evaluation, diagnosis, care, or treatment of You, including without limitation any such hospital; clinic; medical center; physician's office; infirmary; medical or diagnostic laboratory; pharmacy; counselor; x-ray department; physical therapy department; rehabilitation specialist; physician; psychiatrist; physical therapist; osteopath; homeopath; chiropractor; psychologist; occupational therapist; nurse; herbalist; emergency responder including EMT, paramedic, or firefighter; social worker; or other facility or person that provides medical, dietary, psychiatric, mental, emotional, or psychological evaluation, diagnosis, care, treatment, or advice. This definition also includes professionals and facilities that may have treated, examined, evaluated, diagnosed, or otherwise cared for You as part of a Sexual Assault Response Team exam, a Sexual Assault Forensic Exam, or a Sexual Assault Nurse Exam.

Lyft's Counsel: _____

Plaintiff's counsel shall have immediate and sole access to these records through The Marker Group's secure share file site to review for privilege. If Plaintiff's counsel asserts privilege in whole or in part to the records, they will notify The Marker Group to hold the records from release to Lyft's Counsel. Through The Marker Group's secure share file site, Plaintiff's counsel shall redact privileged records and produce a Privilege Log within 10 days of notification from The Marker Group of receipt of the records. The redacted records and Privilege Log shall then be accessible to Lyft's Counsel via The Marker Group's secure share file site.

I. Health Information to Be Disclosed

Disclose any and all psychiatric, psychotherapy, and mental health records, notes, and information within the Requested Period. For the purposes of this authorization "psychiatric, psychotherapy, and mental health records, notes, and information" shall be given the broadest definition allowed under applicable federal and state law, including but not limited to:

Complete copies of all psychotherapy notes as defined by 45 CFR § 164.501, psychiatric records and psychotherapy notes reports, therapist's notes, social worker's records, all medical records, physicians' records, surgeons' records, pathology/cytology reports, laboratory reports, discharge summaries, progress notes, consultations, prescriptions, records of drug abuse and alcohol abuse, physicals and histories, nurses' notes, correspondence, insurance records, consent for treatment, statements of account, itemized bills, invoices, or any other papers concerning any treatment, examination, periods or stays of hospitalization, confinement, diagnosis or other information pertaining to and concerning the physical or mental condition of this patient, or documents containing information regarding amendment of protected health information in the medical records. This listing is not meant to be exclusive.

I expressly request that any Health Care Provider identified above disclose full and complete protected medical information. I authorize disclosure of the above-specified information to Barnes & Thornburg and Williams & Connolly and to its attorneys, employees, and agents, who have agreed to pay reasonable charges incurred by the Health Care Provider to supply copies of such records.

1. To the Health Care Provider: **this authorization is being forwarded by, or on behalf of, attorneys for the defendants. You are not authorized to discuss any aspect of the above-named person's medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on his or her medical or physical condition to anyone other than those identified in this Authorization, unless you receive an additional authorization permitting such discussion. Subject to all applicable legal objections, this restriction does not apply to discussing my medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical**

records, or any other matter bearing on my medical or physical condition at a deposition or trial.

2. I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the Health Care Provider at the Health Care Provider's address. I understand the revocation will not apply to information that has already been released in response to this authorization. Cancellation, revocation, or modification will be valid only once the Health Care Provider receives written notification of such cancellation, revocation, or modification. A copy of said notification shall also be sent to Plaintiff's Identified Counsel at the address listed above and Barnes & Thornburg and Williams & Connolly. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy.

3. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment, payment, enrollment, or eligibility for benefits.

4. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR § 164.524.

5. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules, including HIPAA. If I have questions about disclosure of my health information, I can contact the Health Care Provider.

6. A notarized signature is not required. 45 CFR § 164.508. A copy of this authorization may be used in place of an original.

II. Form of Disclosure

____ An electronic record uploaded to The Marker Group's secure share file site at:

https://www.Markers-Portal.com
Portal Authentication Code: Contact Marker at 713-934-2591

____ An electronic record emailed to: RequestCenter@marker-group.com

____ An electronic record faxed to: 713-934-2522

____ Hard copy, mailed to The Marker Group at:

The Marker Group
13105 Northwest Freeway, Ste. 300
Houston, TX 77040

III. Duration of Authorization

This authorization shall be effective until January 1, 2030, or until the conclusion of my case in *In re: Lyft, Inc., Passenger Sexual Assault Litigation*, 3:26-md-03171-RFL (MDL No. 3171), whichever date is later in time.

IV. Signature

Signature: _____ Date: _____

Print your name: _____

If this form is being completed by a person with legal authority to act on an individual's behalf, such a legal guardian or health care agent, please complete the following information:

Name of person completing this form: _____

Signature of person completing this form: _____

Describe how this person has legal authority to sign this form: _____

EXHIBIT C

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

AUTHORIZED IN CONNECTION WITH

IN RE: LYFT, INC., PASSENGER SEXUAL ASSAULT LITIGATION
Northern District of California
No. 3:26-MD-03171

AUTHORIZATION TO DISCLOSE LAW ENFORCEMENT RECORDS

TO: _____
(Law Enforcement Agency)

Please complete all sections of this release form below. Please leave the "To" field above blank.

Plaintiff's Name: _____

Former/Alias/Maiden Name of Plaintiff: _____

Plaintiff's Date of Birth: _____

Plaintiff's Social Security Number: _____

Plaintiff's Address: _____

I, _____, hereby authorize any Law Enforcement Agency, including the one listed above, to disclose and furnish The Marker Group the information listed below for the purpose of review and evaluation in connection with a legal claim. The Marker Group will maintain all records available via a secure share file site. Notification of the records received shall be made to both Plaintiff's Identified Counsel and to Lyft, Inc. ("Lyft") and/or its duly assigned agents, including Barnes & Thornburg LLP and Williams & Connolly LLP ("Barnes & Thornburg" and "Williams & Connolly") at the following addresses:

Plaintiff's Identified Counsel: _____

Lyft's Counsel: _____

I. Information to Be Disclosed

Disclose any and all law enforcement records related to the report I or someone on my behalf made regarding all the events that I allege constituted sexual misconduct or assault against me.

For the purposes of this authorization "law enforcement records" shall be given the broadest definition allowed under applicable federal and state law, including but not limited to intake forms,

interview notes and recordings, crime scene reports, witness reports, case management documents, criminal complaints, and legal filings. This listing is not meant to be exclusive.

I expressly request that any Law Enforcement Agency identified above disclose full and complete protected information. I authorize disclosure of the above-specified information to Paul, Weiss and to its attorneys, employees, and agents, who have agreed to pay reasonable charges incurred by the Law Enforcement Agency to supply copies of such records.

II. Form of Disclosure

____ An electronic record uploaded to The Marker Group's secure share file site at:

https://www.Markers-Portal.com
Portal Authentication Code: Contact Marker at 713-934-2591

____ An electronic record emailed to: RequestCenter@marker-group.com

____ An electronic record faxed to: 713-934-2522

____ Hard copy, mailed to The Marker Group at:

The Marker Group
13105 Northwest Freeway, Ste. 300
Houston, TX 77040

III. Duration of Authorization

This authorization shall be effective until January 1, 2023, or until the conclusion of my case in *In re: Lyft, Inc., Passenger Sexual Assault Litigation*, 3:26-md-03171-RFL (MDL No. 3171), whichever date is later in time.

IV. Acknowledgement

I understand that the information used or disclosed pursuant to this authorization carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules.

V. Revocation

I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the Law Enforcement Agency at the Law Enforcement Agency's address. I understand the revocation will not apply to information that has already been released in response to this authorization. Cancellation, revocation, or modification will be valid only once the Law Enforcement Agency receives written notification of such cancellation, revocation, or modification. A copy of said notification shall also be sent to Barnes & Thornburg and Williams & Connolly.

VI. Copies

A photocopy of this authorization is to be considered as valid as the original.

VII. Signature

Signature: _____ Date: _____

Print your name: _____

If this form is being completed by a person with legal authority to act on an individual's behalf, such a legal guardian or health care agent, please complete the following information:

Name of person completing this form: _____

Signature of person completing this form: _____

Describe how this person has legal authority to sign this form: _____

EXHIBIT D

Form **SSA-3288** (04-2026) UF
Discontinue Prior Editions
Social Security Administration

OMB No. 0960-0566

Consent for Release of Information

Instructions for Using this Form

Complete this form only if you want us to give information or records about you, a minor, or a legally incompetent adult, to an individual or group (for example, a doctor or an insurance company). You may complete this form to release only the minor's non-medical records if you are the natural or adoptive parent or legal guardian, acting on behalf of a minor child. We require proof of relationship if you are not the subject of the record. We may charge a fee for providing the information if you are requesting the information for a purpose unrelated to the administration of a program under the Social Security Act. If you are requesting information, such as a Social Security Statement or benefit verification letter, you can also access this information by creating an account at https://www.ssa.gov/myaccount/.

NOTE: **Do NOT use this form to request:**

- **The release of a minor child's medical records. Instead, visit your local Social Security office or call our toll-free number, 1-800-772-1213 (TTY-1-800-325-0778), or**
- **Detailed information about your earnings or employment history. Instead, complete and mail form SSA-7050-F4. You can obtain form SSA-7050-F4 from your local Social Security office or online at www.ssa.gov/online/ssa-7050.pdf.**

How to Complete this Form

We will not honor this form unless all required fields are completed. An asterisk (*) indicates a required field. Also, we will not honor blanket requests for "any and all records" or the "entire file." You must specify the information you are requesting and you must sign and date this form.

- Fill in the name, date of birth, and Social Security number of the subject of the record.
- Fill in the name and address of the person or organization of where you want us to send the requested information.
- Specify the reason you want us to release the information (e.g., litigation, investigation, determining eligibility for benefits). If you are the natural or adoptive parent or legal guardian, acting on behalf of a minor child or legally incompetent adult, you must state how the release of information is in the best interest of the minor child or legally incompetent adult.
- Check the box next to the type(s) of information you want us to release including specific date ranges, where applicable.

NOTE: Unless otherwise specified, the consent form is valid for one-time use only. Also, it is valid for one year from the date of signature, unless you are requesting medical records. A consent form that includes a request for medical records is valid for 90 days from the date of signature.

Send or bring the completed form to the subject of the record's local servicing office. To locate the appropriate servicing office, visit https://secure.ssa.gov/ICON/main.jsp, and input the subject of the record's ZIP code.

Consent for Release of Information

You must complete all required fields. We will not honor your request unless all required fields are completed. *(*Signifies a required field. **These are not mandatory fields for the consent form to be acceptable. Please complete these fields in case we need to contact you about the consent form.*)

TO: Social Security Administration

***Full Name**	***Date of Birth (MM/DD/YYYY)**	***Full Social Security Number**

I authorize the Social Security Administration to release information or records about me to:

***NAME OF PERSON OR ORGANIZATION:**

The Marker Group

***ADDRESS OF PERSON OR ORGANIZATION:**
**** PHONE NUMBER OF PERSON OR ORGANIZATION:**

12105 Northwest Freeway, Ste. 300
Houston, Texas 77040
Tel: 713-934-2591 Fax: 713-934-2522

***I want this information released because:**

We may charge a fee to release information for non-program purposes.
Review and evaluation in connection with a legal claim

***Please release the following information selected from the list below:**

Check at least one box. If requesting medical records, do not check both boxes 7 and 8. We will not disclose records unless you include specific date ranges where applicable.

1. ☐ Verification of Social Security number
2. ☐ Current monthly Social Security benefit amount
3. ☐ Current monthly Supplemental Security Income payment amount
4. ☐ Social Security benefit amounts from date _____ to date _____
5. ☐ Supplemental Security Income payment amounts from date _____ to date _____
6. ☐ Medicare entitlement from date _____ to date _____
7. ☐ Medical records from date _____ to date _____
8. ☐ Complete medical records
9. ☐ Other Social Security record(s) (We will not honor a request for "any and all records" or "the entire file." You must specify which records you are seeking. For example, award/denial notices, benefit applications, appeals.)

_____

_____

I am the individual, to whom the requested information or record applies, or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare under penalty of perjury (28 U.S.C. § 1746) that I have examined all the information on this form and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeks or obtains access to records about another person under false pretenses is punishable by a fine of up to $5,000.

***Signature:** _____ ***Date:** _____

****Address:** _____ ****Daytime Phone:** _____

****Relationship (if not the subject of the record):** _____ ****Daytime Phone:** _____

Witnesses must sign this form ONLY if the above signature is by mark (X). If signed by mark (X), two witnesses to the signing who know the signee must sign below and provide their full addresses. Please print the signee's name next to the mark (X) on the signature line above.

1. Signature of witness	2. Signature of witness
Address (Number and street, City, State, and ZIP Code)	Address (Number and street, City, State, and ZIP Code)

Privacy Act Statement
Collection and Use of Personal Information

The Privacy Act (5 U.S.C. § 552a) and Section 205(a) of the Social Security Act, as amended, allow us to collect this information. Furnishing us this information is voluntary. However, failing to provide all or part of the information may prevent us from honoring the request to release information or records about you. We will use the information you provide to respond to the request for Social Security Administration (SSA) records. We may share the information for the following purposes, called routine uses:

- To contractors and other Federal agencies, as necessary, for the purpose of assisting SSA in the efficient administration of its programs.

In addition, we may share this information in accordance with the Privacy Act and other Federal laws. For example, where authorized, we may use and disclose this information in computer matching programs, in which our records are compared with other records to establish or verify a person's eligibility for Federal benefit programs and for repayment of incorrect or delinquent debts under these programs.

A list of additional routine uses is available in our Privacy Act System of Records Notices (SORN) 60-0089, entitled Claims Folders System, as published in the Federal Register (FR) on April 1, 2003, at 68 FR 15784; 60-0320, entitled Electronic Disability Claim File, as published in the FR on December 22, 2003, at 68 FR 71210; and 60-0340, entitled FOIA and Privacy Act Record Request and Appeal System, as published in the FR on July 13, 2016, at 81 FR 45352. Additional information, and a full listing of all our SORNs, is available on our website at www.ssa.gov/privacy.

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 5 minutes to read the instructions, gather the facts, and answer the questions. You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. ***Send only comments relating to our time estimate to this address, not the completed form.***

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE: LYFT, INC. PASSENGER SEXUAL ASSAULT LITIGATION	No. 3:26-md-03171-RFL
	DEFENDANT FACT SHEET
This Document Relates to:	
ALL ACTIONS	

Pursuant to the Fact Sheet Implementation Order entered in the above-captioned litigation, a completed Defendant Fact Sheet ("DFS") shall be provided for each Plaintiff.

Lyft must provide information that is true and correct to the best of Lyft's knowledge. Lyft is under an obligation to supplement these responses consistent with the Federal Rules of Civil Procedure. In the event the DFS does not provide Lyft with enough space for it to complete its responses or answers please attach additional sheets. The information in the DFS may, at Lyft's discretion, be provided by reference to the Ride Receipt or other documentation. Please identify any documents that Lyft is producing as responsive to a question or request. Please do not leave any questions unanswered or blank except as allowed by the instructions below.

I. DEFINITIONS

The following definitions shall apply to this DFS:

"Communications," as used herein, includes but is not limited to ZenDesk ticket communications; voicemail recordings; recorded calls; and other messages and communications, to the extent available.[1]

"Driver," unless otherwise specified, refers to the person with registered access to the Driver App who was identified by the Lyft App as the driver during the Subject Trip.

"Incident" refers to all events that Plaintiff alleges, in the complaint filed in this action and/or in Plaintiff's Fact Sheet, constituted sexual misconduct or assault against Plaintiff.

"Plaintiff" means the allegedly injured party who has filed the complaint in this action, provided

[1] For avoidance of any doubt, nothing in the definition of "Communications" shall obligate Lyft to independently search custodial files for information responsive to this Fact Sheet, and production of any "Communications" as contemplated herein shall be limited to materials attached, linked to, or incorporated into the relevant Zendesk Ticket(s) available to Lyft.

that if the Plaintiff has filed the complaint on behalf of another (e.g., a decedent or a minor), then "Plaintiff" shall refer to the person on whose behalf the lawsuit was filed.

"Ride Receipt" means the standard trip summary and payment receipt generated by Lyft, summarizing information related to the Subject Trip, including e.g., the map snapshot, the start and end date and time, the location that the Plaintiff entered the vehicle, the end location, the name (or first name) of the Driver, and a description of the vehicle (though the appearance and information on the receipt may vary depending on when and where the trip occurred).

"Subject Trip" means the ride or trip the Plaintiff has identified as connected with Plaintiff's legal claims in the above captioned lawsuit.

"Ticket" as used herein means a customer support interaction or series of related customer support interactions (including but not limited to those which Lyft sent, received, tracked, or organized via Lyft's Zendesk software or program, or any other software and/or program). Production of a Ticket, where required by this form, must include production of all information attached or linked to the Ticket, to the extent available, including but not limited to comments, names of Lyft's personnel reflected in the tickets, and all Communications connected with the Ticket as well as the map snapshot and GPS data where required below. For Tickets unrelated to the Subject Trip, Lyft must include production of all information attached or linked to the Ticket, to the extent available, including but not limited to comments, names of Lyft's personnel reflected in the tickets, and all Communications connected with the Ticket, but need only produce the linked map snapshot and GPS data if the Ticket involves a report of a deviation from the designated route, early end to the ride, or unscheduled stop(s) during the ride. For Tickets unrelated to the Subject Trip, Lyft shall not be required to produce links or information specifically related to the rider including, but not limited to, the rider TOM profile. For all Tickets, Lyft shall not be required to produce information from links to publicly available webpages (e.g., Lyft's general Twitter page or a help center) except where such link(s) pertain(s) to Communications about the Ticket or underlying Incident.

"Lyft," "You," "Your" or "Yours" includes Lyft, Inc. and its predecessors.

I. CASE INFORMATION

1. Case Number.

II. PLAINTIFF INFORMATION

2. Has Lyft identified an account for Plaintiff (Yes/No)?

If Your answer to the above question is "Yes," please answer the following:

a. What was the rider unique identifying number for Plaintiff?

b. What was the date of Plaintiff's first trip request?

c. What was the date of Plaintiff's last trip request?

d. What was Plaintiff's total number of Lyft trips?

3. Has Plaintiff ever been a driver on the Lyft Platform (Yes/No)?

If Your answer to the above question is "Yes," please answer the following:

a. What was the date of Plaintiff's first requested ride as a driver?

b. What was the date of Plaintiff's last requested ride as a driver?

c. What was Plaintiff's total number of requested rides as a driver?

III. LYFT TRIP INFORMATION

4. Provide the trip identifying number used by Lyft to identify the Subject Trip.

5. Produce (if available) the trip map for the Subject Trip displaying (to the extent available) Route Breakdown including the date, time, and location where the Subject Trip was requested by Rider, accepted by Driver, began and ended, the Driver acceptance location, the map box showing the actual route, and, if applicable, the time and location the trip was cancelled.

6. For the Subject Trip, please provide GPS data in Lyft's possession, beginning with the time of the accepted ride until one hour after the Subject Ride was ended, to the extent available.

7. Was the Subject Trip a Shared Ride (i.e., a ride in which multiple riders requested a Lyft ride) (Yes/No)?

8. If the Subject Trip was a Shared Ride, were any other passengers picked up (Yes/No)?

IV. DRIVER INFORMATION

9. Provide the full name of the Driver that Lyft has on file.

10. Provide the Date of Birth of the Driver that Lyft has on file.

11. Provide the last two digits of the Driver's Social Security number.

12. Provide the Driver's unique identifying number used by Lyft.

13. Provide the driver's license number for the Driver.

14. Provide the last mailing address of the Driver on file for Lyft.

15. Was the person driving during the Subject Trip the same person identified by Lyft on the Ride Receipt (Yes/No)?

    a. If your answer to the above question is "No," please state (if known) the Driver's license number, last known address, date of birth, and the last two digits of the SSN of the person who was actually driving during the Subject Trip.

16. Was the Vehicle used during the Subject Trip the same vehicle identified by Lyft on the Ride Receipt (Yes/No)?

    a. If your answer to the above question is "No," What was the license plate number (if known) of the vehicle actually used during the Subject Trip?

17. Produce all Background Check Results in Your possession conducted on the Driver that can be pulled and produced, including but not limited to Background Check Results obtained from Checkr, FirstAdvantage, and/or Sterling.

18. To the extent available, provide documents or information sufficient to show the following information concerning the Driver: the date(s) and time(s) the Driver applied to drive on the Lyft Platform; the date(s) and time(s) the Driver was approved to Drive on the Lyft Platform; the date and time the Driver was permanently deactivated; and, information reflecting any other changes in Driver activation status (e.g., temporary deactivation and/or reactivation) by Lyft.

19. Produce a complete log of the Terms of Service the Driver accepted with Lyft, including the date and time each Agreement was accepted (if known).

20. Produce a complete log setting forth each ride requested of the Driver, including the Driver's name, ride status, ride type, and date ride was requested for the entire time period the Driver was a driver on the Lyft platform.

21. Produce all Tickets for the Driver which relate to any of the following categories of conduct: (1) Sexual Assault; (2) reports of a Vehicle Crash or Claim involving injury to the passenger or driver of the other vehicle involved in the accident, (3) Theft or Robbery, (4) Sexual Misconduct, (5) Physical Altercation, (6) Verbal Altercations involving yelling or threats to the passenger, (7) Substance Abuse, (8) a rider report about Inappropriate Post-Trip Contact, (9) Inquiries from Law Enforcement or Other Investigative Agencies regarding the Driver, (10) reports that the Driver who picked up a given passenger was not the same person as the individual identified in the Driver profile in the Lyft app, (11) reports of the Driver driving under the influence, and (12) a rider report about improper or unscheduled drop-off or stop before completion of the ride.

Note: Excluded from this Fact Sheet production requirement are tickets relating to speeding, minor traffic infractions, car accidents, other claims regarding unsafe driving (unless falling in one of the specifically identified categories of conduct, above), and any other complaints regarding the Driver.

22. Did You receive any message, report, or transmission from any law enforcement agency regarding the Subject Trip relating to the Incident? (Yes/No)

    a. If yes, produce the Communications with law enforcement and Lyft's Subpoena Compliance Team regarding the Incident to the extent available, reasonably ascertainable, and not subject to any non-disclosure order.

23. What is the total number of trips the Driver has completed using the Lyft Driver App?

24. What is the Driver's average star rating on the Lyft Driver App?

V. INCIDENT

25. Did Plaintiff or someone on Plaintiff's behalf report the Incident to Lyft (Yes/No)?

a. If Your answer to the above question is "Yes," please produce all Communications, regarding the Incident, between Lyft and Plaintiff, Lyft and the Driver, or Lyft and any other witness to the Incident.

VI. CERTIFICATION

The foregoing answers were prepared with the assistance of a number of individuals, including counsel, upon whose advice and information I relied. I declare under penalty of perjury subject to 28 U.S.C. 1746 that all of the information provided in this Defendant Fact Sheet is complete, true, and correct to the best of my knowledge.

Signature	Print Name/Title	Date