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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

LYFT, INC.,

Plaintiff,

v.

AGIS SOFTWARE DEVELOPMENT LLC,

Defendant.

Case No. 5:21-cv-04653-BLF

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

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

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well

1 as their support staff).

2 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
3 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
5 CODE”.

6 2.5 Disclosure or Discovery Material: all items or information, regardless of the  
7 medium or manner in which it is generated, stored, or maintained (including, among other things,  
8 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
9 responses to discovery in this matter.

10 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to  
11 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as  
12 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
13 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or  
14 of a Party’s competitor.

15 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
16 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
17 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less  
18 restrictive means.

19 2.8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely  
20 sensitive “Confidential Information or Items” representing computer code and associated  
21 comments and revision histories, or formulas, that define or otherwise describe in detail the  
22 algorithms or structure of software, disclosure of which to another Party or Non-Party would create  
23 a substantial risk of serious harm that could not be avoided by  
24 less restrictive means.

25 2.9 House Counsel: attorneys who are employees of a party to this action. House  
26 Counsel does not include Outside Counsel of Record or any other outside counsel.

27 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal  
28 entity not named as a Party to this action.

1           2.11 Outside Counsel of Record: attorneys who are not employees of a party to this  
2 action but are retained to represent or advise a party to this action and have appeared in this action  
3 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

4           2.12 Party: any party to this action, including all of its officers, directors, employees,  
5 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

6           2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
7 Material in this action.

8           2.14 Professional Vendors: persons or entities that provide litigation support services  
9 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
10 storing, or retrieving data in any form or medium) and their employees and subcontractors.

11           2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
12 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or as  
13 “HIGHLY CONFIDENTIAL – SOURCE CODE.”

14           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
15 Producing Party.

16 3. SCOPE

17           The protections conferred by this Stipulation and Order cover not only Protected Material  
18 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
19 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
20 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
21 However, the protections conferred by this Stipulation and Order do not cover the following  
22 information: (a) any information that is in the public domain at the time of disclosure to a  
23 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
24 result of publication not involving a violation of this Order, including  
25 becoming part of the public record through trial or otherwise; and (b) any information known to the  
26 Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from  
27 a source who obtained the information lawfully and under no obligation of confidentiality to the  
28 Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement

1 or order.

2 4. DURATION

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

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
12 Non-Party that designates information or items for protection under this Order must take care to  
13 limit any such designation to specific material that qualifies under the appropriate standards. To the  
14 extent it is practical to do so, the Designating Party must designate for protection only those parts  
15 of material, documents, items, or oral or written communications that qualify – so that other  
16 portions of the material, documents, items, or communications for which protection is not  
17 warranted are not swept unjustifiably within the ambit of this Order.

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

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

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
27 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
28 Disclosure or Discovery

1 Material that qualifies for protection under this Order must be clearly so designated before  
2 the material is disclosed or produced.

3 Designation in conformity with this Order requires:

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

11 A Party or Non-Party that makes original documents or materials available for inspection  
12 need not designate them for protection until after the inspecting Party has indicated which material  
13 it would like copied and produced. During the inspection and before the designation, all of the  
14 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions thereof,  
17 qualify for protection under this Order. Then, before producing the specified documents, the  
18 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
20 CODE) to each page that contains Protected Material.

21 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
22 Designating Party identify on the record, before the close of the deposition, hearing, or other  
23 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
24 impractical to identify separately each portion of testimony that is entitled to protection and it  
25 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
26 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
27 to have up to 21 days to identify the specific portions of the testimony as to which protection is  
28 sought and to specify the level of protection being asserted. Only those portions of the testimony

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