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

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

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

**JOINT CASE MANAGEMENT
STATEMENT**

This Document Relates To:

ALL ACTIONS

Judge: Hon. Charles R. Breyer
Courtroom: 6 – 17th Floor (via videoconference)
Date: February 28, 2025
Time: 10:00 a.m.

JOINT CASE MANAGEMENT STATEMENT

Defendants Uber Technologies, Inc., Rasier, LLC, Rasier-CA, LLC (collectively “Uber”), and Plaintiffs’ Co-Lead Counsel (collectively referred to herein as “the Parties”), respectfully provide this Joint Case Management Conference Statement and Proposed Agenda in advance of the Case Management Conference scheduled for February 28, 2024.

Proposed Agenda

- I. Status of Case Filings**
- II. Bellwether Selection Process**
- III. General Discovery Updates**

- 1 **IV. Cutoff Date**
- 2 **V. Privilege Log Disputes and Special Master**
- 3 **VI. Settlement Special Master**
- 4 **VII. Next Case Management Conference**

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6 **I. Status of Case Filings**

7 **Number of MDL Case Filings**

8 As of February 25, 2025, there are currently 1,785 cases in this MDL. Since the last case
9 management conference on January 24, 2025, 207 new cases have been filed.

10 **Status of JCCP**

11 There are approximately 524 cases pending in the JCCP.

12 **Other Cases and Proceedings**

13 Uber has provided a current list of civil actions and government investigations arising
14 from sexual assault on the Uber platform in which Uber is a defendant, attached as Exhibit A.

15 **II. Bellwether Selection Process**

16 On December 12, 2024, the Court issued PTO 21: Bellwether Selection Process and
17 Scheduling Order. ECF No. 1950. The Court then granted a one-week extension of the
18 bellwether selection deadline. ECF No. 2353. On February 21, 2025, the parties each submitted
19 their 10 bellwether selections to the Court. ECF Nos. 2373, 2375.

20 **Plaintiffs' Position:**

21 PTO 21 was designed to identify bellwether cases the Court could try. Uber selected four
22 cases that, in their short form complaints, designated districts other than the Northern District of
23 California, meaning the Court cannot try them. These four cases do not meet the criteria laid out
24 in PTO 21 and should be struck as non-compliant. *See* ECF 1950. To be eligible as a bellwether,
25 “a case must, as of January 31, 2025, (1) not have a *Lexecon* issue...; and (2) have completed
26 their Plaintiff and Defense Fact Sheet exchanges.” *Id.* at 2. The Court explained that there would
27 be no *Lexecon* issue if the case was “either [] filed in the Northern District of California
28 originally, or [] indicated in their short form or amended short form complaint that they would

1 have filed in the Northern District of California in the absence of direct filing.” *Id.* at 1. In so
 2 ordering, the Court rejected arguments Uber made that the pool should be broader, both in terms
 3 of where cases were filed and the status of their PFS and DFS exchanges.

4 Four of Uber’s selections indicated they would have filed outside of this District absent
 5 direct filing. These cases are:

6 Plaintiff	7 Case No.	MDL Centrality ID	Forum Selected on Operative Short Form Complaint
8 K.E.	3:24-cv-05281	2143	W.D. Tex.
9 Jane Roe CL 68	3:24-cv-06669	2597	W.D. Tex.
10 D.J.	3:24-cv-07228	2620	S.D. Miss.
11 A.L.	3:24-cv-08937	2711	S.D. Iowa

12 Uber says that the Court’s order, by referring to cases “filed in the Northern District of
 13 California originally,” included cases like these four, which utilized the direct filing procedure to
 14 indicate which other district they would have filed in absent direct filing. *See* PTO 6. That is
 15 clearly not what the Court meant in PTO 21. Uber’s interpretation would mean *any* case that used
 16 direct filing under PTO 6 would qualify as a bellwether candidate, but the Court distinguished
 17 between cases filed here “originally”—meaning those (few) cases that filed long-form complaints
 18 in this District before PTO 6 authorized direct filing—and those filed through direct filing under
 19 PTO 6. For that latter group, the Court was clear that they needed to select this venue.

20 Uber suggests that the parties and the Court had a shared understanding that contradicted
 21 the plain terms of the Court’s order. But the aim of PTO 21 was to identify bellwether cases the
 22 Court could try. Uber’s interpretation would sweep in hundreds of cases that the Court cannot try,
 23 because those Plaintiffs selected a different forum. Uber’s citation of a stray exchange from the
 24 November CMC cannot contradict PTO 21 or undermine its fundamental purpose.

25 Uber also cites a table from its portion of the bellwether briefing dividing cases into
 26 “Categories,” but Plaintiffs did not submit that table, and PTO 21 rejected Uber’s arguments for
 27 designing the bellwether pool based on it. ECF 1950 at 1. Regardless, PTO 21 says what it says.
 28 If Uber found it confusing, disagreed with it, or thought it should have incorporated Uber’s

1 “Categories,” then Uber should have moved for clarification or reconsideration. And there was no
2 shortage of cases: at least 600 cases met the Court’s requirements, but Uber chose four that did
3 not anyway.

4 Uber defends its violation of the order by saying that several of Plaintiffs’ selections
5 amended their SFCs to change their chosen venue. This is, of course, irrelevant to whether Uber’s
6 cases comply with the PTO 21 criteria. In any event, the Court’s order was clear: the pool would
7 comprise cases in which an “amended” short form complaint identified N.D. Cal. as of January
8 31, 2025. Plaintiffs’ ten selections met those criteria on that date; four of Uber’s did not. Whether
9 Plaintiffs’ picks fell into Uber’s self-defined “Category 2” as of the date PTO 21 was entered is
10 irrelevant.

11 Uber argues that Plaintiffs’ picks are inappropriate because Uber’s “*Lexecon* rights
12 attached” at some earlier point to those cases. Uber cites no authority for this proposition other
13 than *Lexecon* itself, which did not deal with cases filed pursuant to a stipulated direct filing order,
14 let alone amendments of the complaints in those cases. Nothing says that Plaintiffs could not
15 amend their complaints; Rule 15 says they can do so liberally. And amendments are not done in
16 secret: every one was filed on the docket and served on Uber with no objection.

17 But this dispute about the implications of direct filing and amending is beside the point. If
18 Uber thought that PTO 21 failed to consider or otherwise impinged on its “*Lexecon* rights,”
19 “attached” or not, then it should have sought reconsideration. It did not. The only question before
20 the Court is whether the parties’ bellwether selections complied with PTO 21. Plaintiffs’ did.

21 Finally, Uber complains about “gamesmanship” and says that “Plaintiffs effectively had a
22 bellwether selection pool” larger than Uber’s, and that Plaintiffs’ picks are cases that “Uber had
23 no ability to select.” This is false. The pool of eligible cases was set, as PTO 21 ordered, on
24 January 31, 2025. Both sides were free to pick any cases in that group for the February 14, 2025
25 bellwether selections.

26 The Court should strike Uber’s four selections as non-compliant and proceed with a
27 bellwether pool of sixteen. Alternatively, if the Court is inclined to permit Uber to select
28 substitute picks, the Court should enter a modified schedule for those cases that trails the original

1 16 (even if doing so removes the belated four from the initial trial pool).

2 **Defendant's Position:**

3 Each of Uber's bellwether picks are eligible for selection. Plaintiffs' read of PTO 21 is:
 4 (a) inconsistent with Judge Breyer's statements to the parties and with a plain reading of PTO 21;
 5 (b) requires that 6 of Plaintiffs' cases also be deemed ineligible; and (c) would result in differing
 6 bellwether candidate selection pools for the parties and is, therefore, patently unfair.

7 PTO 21 defined the bellwether eligible pool as cases that were "either [] filed in the
 8 Northern District of California originally, or [] indicated in their short form or amended short
 9 form complaint that they would have filed in the Northern District of California in the absence of
 10 direct filing." ECF 1950, at 1 (emphasis added). Each of the four Uber selections about which
 11 Plaintiffs complain were originally filed in the Northern District of California. As each case
 12 meets the first requirement set forth in PTO 21, it is a bellwether eligible case.

13 The parties and Court previously discussed this issue, and the number of eligible cases, at
 14 the November 6, 2024, Case Management Conference. At that hearing, the parties confirmed that
 15 there were 1,400 bellwether eligible cases. (Court: "Do we have a breakdown . . . [of] how many
 16 [cases] have been directly filed here and how many have been transferred here? The reason that
 17 is of significance is it avoids the *Lexecon* problem with respect to the direct filed cases." Uber:
 18 Roughly "26 cases out of that 1,425" were transferred. Court: "That leaves 1,400 cases to choose
 19 from." Plaintiffs: "Right." November 6, 2024 CMC Tr., 5-6, 22.)

20 Following that hearing, the parties submitted a Joint Bellwether Submission, which
 21 included the following table:

22

Category	Description	# of Cases
1	Cases filed elsewhere and transferred by JPML	27
2	Cases directly filed in this district with short form complaints designating other forums	436
3	Cases alleging non-California incidents with short form complaints designating N.D. Cal.	977
4	Cases alleging California incidents	25

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1 None of the four cases that Plaintiffs now take issue with were in the 27 cases that were
2 transferred. Reading PTO 21 in the manner that Plaintiffs' now proffer would mean that the
3 bellwether eligible pool would have been 1,000 cases, not 1,400 cases as the Court and Plaintiffs
4 agreed at the hearing.

5 To the extent that Plaintiffs are now claiming that these Category 2 cases are bellwether
6 ineligible, then six (6) of Plaintiffs' cases are ineligible, as well, as they were originally filed in
7 the Northern District of California and designated other forums in their short form complaints. If
8 filing a short form complaint designating another jurisdiction creates *Lexecon* rights (as Plaintiffs
9 argue), then *both* Plaintiffs *and* Uber have the ability to assert that right and demand the case be
10 tried in the alternative jurisdiction. *Lexecon* rights flow from 28 U.S.C. § 1407, which
11 "authorizes the Judicial Panel on Multidistrict Litigation to transfer civil actions with common
12 issues of fact 'to any district for coordinated or consolidated pretrial proceedings,' but imposes a
13 duty on the Panel to remand any such action to the original district 'at or before the conclusion of
14 such pretrial proceedings.'" *Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S.
15 26, 28 (1998) (citation omitted). It is well understood that if there are *Lexecon* rights to be
16 asserted under § 1407, either party can assert them, and the rights cannot be waived unilaterally.
17 *E.g.*, Eldon E. Fallon et al., *Bellwether Trials in Multidistrict Litigation*, 82 Tul. L. Rev. 2323,
18 2358 (2008) ("For cases transferred to the transferee court by the MDL Panel pursuant to § 1407,
19 the parties *must each* waive their *Lexecon* objections before that case can be set for trial."
20 (emphasis added)); *In re Depuy Orthopaedics, Inc.*, 870 F.3d at 348 ("An MDL court can try a
21 case where venue is improper if *the parties* waive *their* objections. Such waivers are known as
22 '*Lexecon* waivers.'" (emphasis added)); *see also* Pretrial Order No. 6, ECF 177 at 2 ("Plaintiff
23 *and Defendants*' agreement to this Order does not constitute a waive of *any party's* rights under"
24 *Lexecon*. (emphasis added)).

25 These six choices of the Plaintiffs' were clearly in Category 2 at the time of the December
26 5 Joint Bellwether Submission. Plaintiffs now apparently argue that these cases are no longer
27 Category 2 cases because Plaintiffs amended the short form complaints to change the jurisdiction
28 Plaintiffs would have filed absent direct filing to the Northern District of California. But, if there

1 is any *Lexecon* issue with respect to Category 2 cases, Plaintiffs cannot unilaterally cure that
 2 *Lexecon* issue by amendment of a short form complaint. Under Plaintiffs' theory, Uber's
 3 *Lexecon* rights attached at the time the case was admitted into the MDL, and Plaintiffs cannot
 4 waive Uber's *Lexecon* rights. Therefore, if the Court accepts Plaintiffs' new position that
 5 Category 2 cases are ineligible for selection as bellwethers, and that regardless of Pretrial Order
 6 No. 21's text, the purpose was to select cases that the Court could try, then the Court should also
 7 strike the following Plaintiff bellwether selections *because they cannot be tried in this District*
 8 *either*:

Plaintiff	Case No.	MDLC ID	Original Short Form Complaint
Jaylynn Dean	3:23-cv-06708	1046	Filed 4/8/2024 Designated Eastern District of Oklahoma
A.G.	3:24-cv-01915	1305	Filed 3/28/2024 Designated District of Oregon
J.E.	3:24-cv-03335	1375	Filed 6/4/2024 Designated Eastern District of Michigan
B.L.	3:24-cv-07940	2699	Filed 11/13/2024 Designated Western District of Texas

1	Jane Doe	3:24-cv-08783	2742	Filed 12/5/2024
2	QLF 001			Designated Northern District of Texas
3				
4				
5	T.L.	3:24-cv-09217	2749	Filed 12/19/2024
6				Designated Northern District of
7				Georgia
8				
9				

10 Finally, Plaintiffs should not be rewarded for their blatant gamesmanship. Principles of
11 fairness and equity preclude Plaintiffs' atextual read of PTO 21. If Plaintiffs are allowed to
12 transform cases from Category 2 into Category 3 by simply amending their short form
13 complaints, Plaintiffs effectively had a bellwether selection pool of 1,438 cases (as of December
14 5, 2024), whereas Uber's bellwether selection pool was only 1,002 cases. Not only is this
15 contrary to the prior statements of the Court and Plaintiffs, the plain text of PTO 21, and the
16 bilateral nature of *Lexecon* rights - - it is patently unfair. This fairness concern is not merely
17 theoretical. Plaintiffs amended the short form complaints in all six of the cases referenced in the
18 above chart *after* the Court entered PTO 21. Over half of Plaintiffs' picks are the type of
19 Category 2 cases that Plaintiffs now argue Uber had no ability to select. The Court should not
20 allow Plaintiffs to read PTO 21 in such a way that would allow for such unfair gamesmanship

21 In short, if "PTO 21 says what it says," then Uber's cases are eligible because they were
22 originally filed in the Northern District of California. But if the Court accepts Plaintiffs' atextual
23 interpretation of PTO 21 and wants to exclude cases that implicate *Lexecon* beyond those that
24 were transferred into the MDL from another district, then the Court must also strike Plaintiffs' six
25 bellwether selections set forth in the chart above.

26 Finally, the Court should reject Plaintiffs' position that if it were to determine that certain
27 bellwether cases are ineligible, the Court should proceed with a smaller bellwether pool. Case-
28

1 specific discovery does not open in the bellwether selection cases until March 14, 2025, PTO 21
2 at 4, and the Court anticipated both that there may be challenges to the eligibility of certain
3 bellwethers, January 24, 2025, CMC Tr. 5-6, and that replacement cases may need to be selected
4 in the event the original bellwether picks do not proceed, ECF 1950, at 2. If the Court determines
5 that any members of the proposed bellwether pool cannot proceed, the Court should order the
6 party that selected that case to declare a replacement within two weeks of the Court's Order and
7 permit case-specific discovery to begin immediately thereafter.

8 **III. General Discovery Updates**

9 The parties continue to engage in robust discovery efforts. The parties are scheduled to
10 appear before Judge Cisneros for a discovery status conference on the morning of February 27,
11 2025. A joint statement on the status of discovery was filed on February 24, and includes an
12 overview of ongoing disputes. ECF 2380.

13 **IV. Cutoff Date**

14 On February 21, 2025, Uber filed its Motion for a Filing Cutoff, requesting that the Court
15 establish a deadline for the filing of any additional claims in the MDL no later than 30 days from
16 its ruling on that motion. (The Motion at least requests that the Court require all MDL Plaintiffs'
17 counsel to identify any as-yet-unfiled cases in which they represent the claimants). The Court
18 granted Uber's administrative motion to shorten time on the briefing schedule and hear the matter
19 at this upcoming Case Management Conference. Plaintiffs continue to oppose Uber's request and
20 filed their response on February 26, 2025. ECF 2398.

21 **V. Privilege Log Disputes and Special Master**

22 The parties continue to work through disputes concerning Uber's privilege designations.
23 Such matters have been referred to Special Master Hon. Barbara Jones. ECF No. 2326.

24 **VI. Settlement Special Master**

25 The parties continue to meet and confer concerning the appointment of a Settlement
26 Master, and can provide an update to the Court.

27 **VII. Next Case Management Conference**

28 The next case management conference has been set for March 28, 2025, at 10:00am, via

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videoconference. ECF 1990.

Dated: February 26, 2025

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Randall S. Luskey
ROBERT ATKINS
RANDALL S. LUSKEY
KYLE N. SMITH
JACQUELINE P. RUBIN
JESSICA E. PHILLIPS
CAITLIN E. GRUSAUSKAS
ANDREA M. KELLER

SHOOK, HARDY & BACON L.L.P.

By: /s/ Michael B. Shortnacy
MICHAEL B. SHORTNACY
PATRICK OOT
JEREMIAH S. WIKLER

Attorneys for Defendants
UBER TECHNOLOGIES, INC.,
RASIER, LLC, and RASIER-CA, LLC

Dated: February 26, 2025

By: /s/ Sarah R. London
Sarah R. London (SBN 267083)
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
slondon@girardsharp.com

By: /s/ 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
rabrams@peifferwolf.com

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

Co-Lead Counsel for Plaintiffs

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FILER'S ATTESTATION

I, Sarah London, am the ECF User whose ID and password are being used to file this document. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that each of the signatories identified above has concurred in this filing.

Dated: February 26, 2025

By: /s/ Sarah London
Sarah London

EXHIBIT A

	Case Name	Case Number	Jurisdiction
1	<i>Doe v. Uber Technologies, Inc., et al.</i>	47-CV-23-901221	Alabama
2	<i>United Financial Casualty Co. v. Uber Technolgoies Inc., et al.</i>	5:24-cv-01065-CLS	Alabama
3	<i>Castillo, et al. v. Uber Technologies, Inc., et al.</i>	CGC-22-603288	California
4	<i>Cuevas-Robles, et al. v. Uber Technologies, Inc., et al.</i>	24NWCV00839	California
5	<i>Doe v. Uber Technologies, Inc., et al.</i>	24CU010461C	California
6	<i>Doe v. Uber Technologies, Inc., et al.</i>	19-CV-03310-JSC	California
7	<i>Galan, et al. v. Uber Technologies, Inc., et al.</i>	24TRCV00566	California
8	<i>J.W. v. Uber Technologies, Inc., et al.</i>	23STCV06515	California
9	<i>Jane Doe v. Uber Technologies, Inc., et al.</i>	CGC0220600553	California
10	<i>Tripp v. Uber Technologies, Inc., et al.</i>	24STCV16193	California
11	<i>A.A. et al. v. Uber Technology Inc., et al.</i>	CGC25621863	California
12	<i>Jain v. Khosrowshahi et al.</i>	1:24:403-UNA	Delaware
13	<i>C.C. v. Uber Technologies, Inc. et al.</i>	CACE2401761703	Florida
14	<i>Doe v. Uber Technologies, Inc., et al.</i>	11-2023-CA-000823-0001-XX	Florida
15	<i>Doe v. Uber Technologies, Inc., et al.</i>	2023-006187-CA-01	Florida
16	<i>Doe v. Uber Technologies, Inc., et al.</i>	2023CA00458	Florida
17	<i>Doe v. Uber Technologies, Inc., et al.</i>	23-CA-006624	Florida
18	<i>Doe v. Uber Technologies, Inc., et al.</i>	2024011285CA01	Florida
19	<i>C.C. v. Uber Technologies, Inc. et al.</i>	16-2023-CA-005406	Florida
20	<i>Progressive Express Insurance Co. v. Uber Technologies Inc., et al.</i>	2:23-cv-00623-SPC-NPM	Florida
21	<i>Doe v. Uber Technologies, Inc., et al.</i>	24C05066-S1	Georgia
22	<i>Nisbett v. Uber Technologies, Inc., et al.</i>	24A5042	Hawaii
23	<i>Jane Doe WHBE 3 v. Uber Technologies, Inc., et al.</i>	1CCV240001560	Illinois
24	<i>Jane Doe B.E. v. Uber Technologies, Inc., et al.</i>	2024L003217	Illinois
25	<i>Jane Doe L.W. v. Uber Technologies, Inc., et al.</i>	2024L003195	Illinois
26	<i>Jane Doe M.B. v. Uber Technologies, Inc., et al.</i>	2024L003215	Illinois
27	<i>Wise-Green v. Uber Technologies, Inc., et al.</i>	2024L003220	Illinois
28	<i>Jane Doe v. Uber Technologies, Inc., et al.</i>	2025L000836	Illinois
29	<i>Check v. Uber Technologies, Inc., et al.</i>	2284CV00948	Massachussetts
30	<i>Farrington v. Uber Technologies, Inc., et al.</i>	2283CV00084	Massachussetts
31	<i>Scheper v. Uber Technologies, Inc., et al.</i>	2484CV01054	Massachussetts
32	<i>C.T. v. Uber Technologies, Inc., et al.</i>	MRSL00172323	New Jersey
33	<i>Doe v. Uber Technologies, Inc., et al.</i>	8019802022	New York
34	<i>Jane Doe v. Uber, et al.</i>	919-2023	New York
35	<i>Peterson v. Uber Technologies, Inc., et al.</i>	8078592022E	New York
36	<i>Ventura v. Uber Technologies, Inc., et al.</i>	1517572023	New York
37	<i>Doe v. Uber Technologies, Inc., et al.</i>	CJ-2023-2352	Oklahoma
38	<i>Bailey Jo Humes v. Uber Technologies, Inc.</i>	24CV52619	Oregon
39	<i>E.B., et al. v. Uber Technologies, Inc., et al.</i>	2024CP4602996	South Carolina

40	<i>Cantu v. Uber Technologies, Inc., et al.</i>	S-23-5540CV-C	Texas
41	<i>CB v. Uber Technologies, Inc., et al.</i>	2023-38875	Texas
42	<i>Doe v. Uber Technologies, Inc., et al.</i>	202457168	Texas
43	<i>Doe v. Uber Technologies, Inc., et al.</i>	2023-69932	Texas
44	<i>Doe v. Uber Technologies, Inc., et al.</i>	CV231343	Texas
45	<i>Garcia v. Uber Technologies, Inc., et al.</i>	2024CI12553	Texas
46	<i>Jane Doe v. Uber Technologies, Inc., et al.</i>	CC2305566C	Texas
47	<i>Jane Doe WHBE 12 v. Uber Technologies, Inc., et al.</i>	CC2407815E	Texas
48	<i>Johnson v. Uber, et al.</i>	202424542	Texas
49	<i>Doe v. Uber Technologies, Inc., et al.</i>	DC2024CV0690	Texas
50	<i>Dillard v. Uber Technologies, Inc., et al.</i>	2024CV002172	Wisconsin