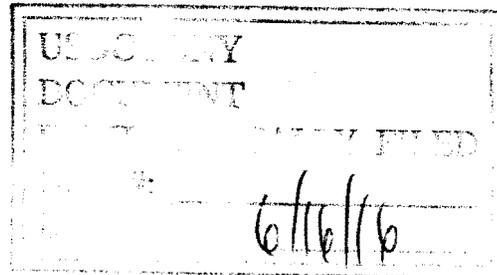


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



SPENCER MEYER, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TRAVIS KALANICK,

Defendant

1:15 Civ. 9796 (JSR)

**PROTECTIVE ORDER**

JED S. RAKOFF, U.S.D.J.

The parties having agreed to the following terms of confidentiality, and the Court having found that good cause exists for issuance of an appropriately-tailored confidentiality order governing the pre-trial phase of this action, it is therefore hereby

ORDERED that any person subject to this Order -- including without limitation the parties to this action, their representatives, agents, experts and consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Order -- shall adhere to the following terms, upon pain of contempt:

1. Any person subject to this Order who receives from any other person any "Discovery Material" (i.e., information of any kind provided in the course of discovery in this action, including all information derived directly therefrom) that is designated as "Confidential," "Highly Confidential," or "Highly Confidential – Source Code" pursuant to the terms of this Order shall not disclose such Confidential, Highly Confidential, or Highly Confidential – Source Code Discovery Material to anyone else except as expressly permitted hereunder.

2. The person producing any given Discovery Material may designate as Confidential only such portion of: (a) previously nondisclosed material relating to ownership or control of any non-public company; (b) previously nondisclosed financial information (including

without limitation profitability reports or estimates, revenue data, personal compensation information, and information relating to IPOs, sales of equity or debt offerings); (c) business plans, strategies, research, data, marketing plans or methods that have had limited internal distribution, including those related to product development, pricing, and product usage; (d) individual personal information of third parties; (e) trade secrets or other confidential research, development, or commercial information within the meaning of Fed. R. Civ. P. 26(c); (f) proprietary computer and mobile application software, including source code; (g) information subject to a confidentiality obligation to a third-party; (h) any other sensitive non-public information that, as of the date of production, has been subject to strict internal controls limiting its dissemination within the producing party; and (i) any other category of information hereinafter given confidential status by the Court.

3. Defendant may designate documents responsive to requests 2, 3, 4 and 31 of Plaintiff's First Request for Production of Documents, dated April 29, 2016, as Highly Confidential. If a class is certified in this action, Defendant may apply for leave of Court to designate further classes of documents as Highly Confidential.

4. If production of source code becomes necessary in this case, a producing party may designate source code as "Highly Confidential – Source Code" if it comprises or includes confidential, proprietary or trade secret Source Code. "Source Code" means computer code, scripts, assembly, binaries, object code, source code listings and descriptions of source code, object code listings and descriptions of object code, and Hardware Description Language (HDL) or Register Transfer Level (RTL) files that describe the hardware design of any ASIC or other chip. Discovery Material designated as "Highly Confidential – Source Code" shall be subject to all of the protections afforded to Highly Confidential information, including but not limited to

those protections set forth in paragraphs 1, 11, 12, 15, 17, and 21. Such Material may be disclosed only to the individuals to whom Highly Confidential information may be disclosed, as set forth in paragraphs 9 and 10, and who for purposes of Source Code alone may not be a foreign national.

5. Any Source Code produced in discovery shall be made available for inspection, in a format allowing it to be reasonably reviewed and searched, during normal business hours or at other mutually agreeable times, at an office of the producing party's counsel or another mutually agreed upon location. The Source Code shall be made available for inspection on a secured computer in a secured room without Internet access or network access to other computers, and the receiving party shall not copy, remove, or otherwise transfer any portion of the Source Code onto any recordable media or recordable device. The secured computer on which the Source Code is made available shall contain appropriate software tools for searching, organizing and reviewing the Source Code. The software used to compile the Source Code shall also be available on the secured Source Code review computer. The producing party may visually monitor the activities of the receiving party's representatives during any Source Code review, but only to ensure that there is no unauthorized recording, copying, or transmission of the Source Code.

6. The receiving party may request up to ten paper copies of limited portions of Source Code that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing the Source Code in the first instance. Such paper copies shall not consist of a continuous block of Source Code that is longer than 35 pages or more than 500 pages of Source Code in total, each in twelve point font. The producing party shall provide all such

Source Code in paper form including bates numbers and the label "Highly Confidential – Source Code." The receiving party shall maintain a record of any individual who has inspected any portion of the Source Code in electronic or paper form. The receiving party also: (a) shall maintain all paper copies of any printed portions of the Source Code, as well as any notes or other work product that summarizes the Source Code, in a secured, locked area located in the United States; (b) shall not view the paper copies in a location where they could be viewed by persons other than those described as authorized to view Highly Confidential information in paragraphs 9 and 10, and ; (c) shall not create any electronic or other images of the paper copies and shall not convert any of the information contained in the paper copies into any electronic format; (d) shall not make additional paper copies of the Source Code; (e) shall not include any description of the Source Code in any materials disclosed to a third party, including a legal filing, without Defendant's prior, written consent or a court order authorizing such disclosure; (f) if Source Code materials are utilized during a deposition or trial, it will be retrieved by the party utilizing the material at the end of the day, and shall in no circumstances be given or left with the court reporter or any other person; (g) shall immediately notify via email counsel for the disclosing party if the Source Code is lost, stolen, or otherwise compromised, along with details of the event, and make all possible efforts to retrieve the Source Code; and (h) within thirty days of final resolution of this matter, including through the exhaustion of any appeals, shall return any paper copies of the Source Code to Defendant's counsel or certify their secure destruction.

7. With respect to the Confidential, Highly Confidential, or Highly Confidential – Source Code portion of any Discovery Material other than deposition transcripts and exhibits, the producing person or that person's counsel may designate such portion as "Confidential," "Highly Confidential," "Highly Confidential – Source Code" by stamping or otherwise clearly marking

as “Confidential,” “Highly Confidential,” or “Highly Confidential – Source Code” the protected portion in a manner that will not interfere with legibility or audibility, and by also producing, upon request of a non-producing person, for future public use another copy of said Discovery Material with the confidential information redacted (to the extent such redaction is practicable). With respect to deposition transcripts and exhibits, a producing person or that person’s counsel may indicate on the record that a question calls for Confidential, Highly Confidential, or Highly Confidential – Source Code information, in which case the transcript of the designated testimony shall be bound in a separate volume and marked “Confidential Information Governed by Protective Order,” “Highly Confidential Information Governed by Protective Order,” and/or “Highly Confidential – Source Code Information Governed by Protective Order” by the reporter. If a producing person does not indicate on the record that the question calls for Confidential, Highly Confidential, or Highly Confidential – Source Code information, the producing party must do so within 14 days of a transcript becoming available. Nothing in this paragraph shall preclude a producing party from requesting the relief available pursuant to paragraph 8, below.

8. If at any time prior to the trial of this action, a producing person realizes that some portion[s] of Discovery Material that that person previously produced without limitation should be designated as Confidential, Highly Confidential, or Highly Confidential – Source Code, he may so designate by so apprising all parties in writing, and such designated portion[s] of the Discovery Material will thereafter be treated as Confidential, Highly Confidential, or Highly Confidential – Source Code under the terms of this Order. So long as the producing party has made reasonable efforts to designate its Confidential, Highly Confidential, or Highly Confidential – Source Code information appropriately, any production of information without it being designated as Confidential, Highly Confidential, or Highly Confidential – Source Code

will not thereby be deemed a waiver of any future claim of confidentiality concerning such information, which may thereafter be designated in compliance with this paragraph.

9. No person subject to this Order other than the producing person shall disclose any of the Discovery Material designated by the producing person as Confidential to any other person whomsoever, except to: (a) the parties to this action; (b) counsel retained specifically for this action, including any paralegal, clerical and other assistant employed by such counsel and assigned to this matter; (c) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy; (d) any witness who counsel for a party in good faith believes may be called to testify at trial or deposition in this action, but only during his or her testimony or deposition or in preparation for his or her testimony or deposition, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto; (e) any person retained by a party to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto; (f) stenographers engaged to transcribe depositions conducted in this action; and (g) the Court and its support personnel.

10. Discovery Material designated Highly Confidential may be seen by all persons who can see Confidential materials, with the exception of (a) the parties to this action and (b) any witness who counsel for a party in good faith believes may be called to testify at trial or deposition in this action, unless the witness has seen the materials before, was the producing party or its author or addressee. To the extent Highly Confidential information is shared with (c) any person any person retained by a party to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, that person shall first execute an

additional statement that he or she is not a present officer, director, or employee of any mobile ride-generated software application company, car service company, taxi service or public transportation service.

11. Prior to any disclosure of any Confidential or Highly Confidential Discovery Material to any person referred to in subparagraphs 9(d), 9(e), 10(b), or 10(c) above, such person shall be provided by counsel with a copy of this Protective Order and shall sign a Non-Disclosure Agreement in the form annexed as an Exhibit hereto stating that that person has read this Order and agrees to be bound by its terms. Said counsel shall retain each signed Non-Disclosure Agreement, hold it in escrow, and produce it to opposing counsel either prior to such person being permitted to testify (at deposition or trial) or at the conclusion of the case, whichever comes first.

12. All Confidential or Highly Confidential Discovery Material filed with the Court, and all portions of pleadings, motions or other papers filed with the Court that disclose such Confidential or Highly Confidential Discovery Material, shall be filed under seal with the Clerk of the Court and kept under seal until further order of the Court. The parties will use their best efforts to minimize such sealing. In any event, any party filing a motion or any other papers with the Court under seal shall, to the extent practicable, also publicly file a redacted copy of the same, via the Court's Electronic Case Filing system, that redacts only the Confidential or Highly Confidential Discovery Material itself, and not text that in no material way reveals the Confidential or Highly Confidential Discovery Material.

13. Any party who either objects to any designation of confidentiality, or who, by contrast, requests still further limits on disclosure, may at any time prior to the trial of this action serve upon counsel for the designating person a written notice stating with particularity the

grounds of the objection or request. If agreement cannot be reached promptly, counsel for all affected persons will convene a joint telephone call with the Court to obtain a ruling.

14. All persons are hereby placed on notice that the Court is unlikely to seal or otherwise afford confidential treatment to any Discovery Material introduced in evidence at trial, even if such material has previously been sealed or designated as Confidential or Highly Confidential. The Court also retains unfettered discretion whether or not to afford confidential treatment to any Confidential or Highly Confidential Document or information contained in any Confidential or Highly Confidential Document submitted to the Court in connection with any motion, application, or proceeding that may result in an order and/or decision by the Court. A party may apply to have Confidential, Highly Confidential, or Highly Confidential – Source Code materials sealed or otherwise limited in use at trial.

15. Each person who has access to Discovery Material that has been designated as Confidential, Highly Confidential, or Highly Confidential – Source Code shall take all due precautions to prevent the unauthorized or inadvertent disclosure of such material. In the event of a disclosure of any Confidential, Highly Confidential, or Highly Confidential – Source Code information to any person or persons not authorized to receive such disclosure under this Order, the party responsible for having made such a disclosure, and each party with knowledge thereof, shall promptly notify the party whose material has been disclosed and provide all known relevant information concerning the nature and circumstances of the disclosure. The disclosing party shall also promptly take all reasonable measures to retrieve the improperly disclosed material and to ensure that no further or greater unauthorized disclosure and/or use thereof is made. Unauthorized or inadvertent disclosure shall not change the confidential status of any disclosed material or waive the right to maintain the disclosed material as containing Confidential, Highly

Confidential, or Highly Confidential – Source Code information. The disclosure of such material may subject the disclosing party to contempt, sanctions, and/or liability to the extent such disclosure caused the holder of such material any harm.

16. If, in connection with this litigation, a party inadvertently discloses information subject to a claim of attorney-client privilege, attorney work product protection, or any other recognized privilege under the law (“Inadvertently Disclosed Information”), such disclosure shall not constitute or be deemed a waiver or forfeiture of any claim of privilege or work product protection with respect to the Inadvertently Disclosed Information and its subject matter.

17. If a disclosing party makes a claim of inadvertent disclosure, the receiving party shall, within five business days, return or destroy all copies of the Inadvertently Disclosed Information, and provide a certification of counsel that all such information has been returned or destroyed.

18. Within ten business days of the notification that such Inadvertently Disclosed Information has been returned or destroyed, the disclosing party shall produce a privilege log with respect to the Inadvertently Disclosed Information.

19. Subject to the limitations set forth in Federal Rule of Civil Procedure 26(b)(5)(B), Federal Rule of Evidence 502(b), and all other applicable law, the receiving party may move the Court for an Order compelling production of the Inadvertently Disclosed Information. The motion shall be filed under seal, and shall not assert as a ground for entering such an Order the fact or circumstances of the inadvertent production.

20. The disclosing party retains the burden of establishing the privileged or protected nature of any Inadvertently Disclosed Information. Nothing in this Order shall limit the right of any party to request an in camera review of the Inadvertently Disclosed Information.

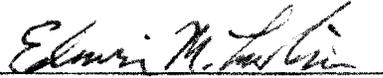
21. This Protective Order shall survive the termination of the litigation. Within 30 days of the final disposition of this action, all Discovery Material designated as “Confidential” or “Highly Confidential,” and all copies thereof, shall be promptly returned to the producing person, or, upon permission of the producing person, destroyed.

22. Any materials produced in this action are to be used solely for this litigation and cannot be produced by the receiving party in another litigation. If at any time material containing Confidential, Highly Confidential, or Highly Confidential – Source Code information is subpoenaed by any court, arbitral, administrative, or legislative body, the party whom the subpoena or other request is directed shall, to the extent permitted by law, give prompt written notice thereof to the party who produced such material, to afford the producing party a reasonable period of time in which to object to the documents’ disclosure and, if necessary, seek appropriate administrative or judicial relief prior to any such disclosure.

23. This Court shall retain jurisdiction over all persons subject to this Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

SO STIPULATED AND AGREED.

HARTER SECREST & EMERY LLP

By: 

Brian Marc Feldman  
Jeffrey A. Wadsworth  
Edwin M. Larkin  
A. Paul Britton  
Rochester, New York 14604  
Tel: (585) 232-6500  
Fax: (585) 232-2152  
bfeldman@hselaw.com

ANDREW SCHMIDT LAW PLLC

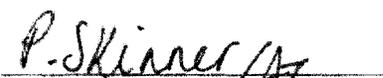
Andrew Arthur Schmidt  
97 India Street  
Portland, Maine 04101  
Tel: (207) 619-0320  
Fax: (207) 221-1029  
andy@maineworkerjustice.com

*Counsel for Plaintiffs*

SO ORDERED

Dated: New York, New York  
June 16, 2016

BOIES, SCHILLER & FLEXNER LLP

By: 

William A. Isaacson  
Karen L. Dunn  
Ryan Young Park  
Joanna C. Wright  
5301 Wisconsin Avenue, NW, Suite 800  
Washington, DC 20015  
Tel: (202) 237-5607  
Fax: (202) 237-6131  
wisaacson@bsflp.com

Alanna C. Rutherford  
Peter M. Skinner  
575 Lexington Avenue  
New York, New York 10022

*Counsel for Defendant*

  
JED S. RAKOFF, U.S.D.J.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SPENCER MEYER,

Plaintiff's,

1:15 Civ. 9796 (JSR)

vs.

TRAVIS KALANICK,

Defendant

**NON DISCLOSURE  
AGREEMENT**

I, \_\_\_\_\_, acknowledge that I have read and understand the Protective Order in this action governing the non-disclosure of those portions of Discovery Material that have been designated as Confidential and/or Highly Confidential. I agree that I will not disclose such Confidential or Highly Confidential Discovery Material to anyone other than for purposes of this litigation and that at the conclusion of the litigation I will return all discovery information to the party or attorney from whom I received it. By acknowledging these obligations under the Protective Order, I understand that I am submitting myself to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order could subject me to punishment for contempt of Court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title