

Waymo v. Uber Closing Argument Outline

Ryan – Waymo’s Role/Establishing Trade Secret

I. Introduction

- a. Describe Waymo.
 - i. This will include general facts about the company such as when it was created, its purpose, and the kinds of projects it works on, particularly the self-driving car project related to this dispute.
 - ii. Waymo is a leader in the self-driving car industry.
 - iii. Maybe briefly discuss Uber’s attempt to enter the self-driving car arena and how they were late to the market, and needed to catch up.
- b. Who is Anthony Levandowski?
 - i. Short description of Lewandowski and his relationship to Waymo and this trade secret dispute.
 - ii. Brief history of his exit from Waymo and subsequent sale of his company to Uber. He left with no intention to compete but eventually created a self-driving car company that he sold to Uber only 6 months after it was created. He became the head of Uber’s self-driving car company.
 - iii. Raise the issue of him taking the 14,000 files from Waymo before his departure.
- c. What is the information that was stolen?
 - i. Show the email that explains how Waymo found out their technology was stolen.
 - ii. Briefly describe the LiDAR technology that was stolen and how it fits into the self-driving car.
 - iii. “Car of the future.”
 - iv. Emphasize how much Uber paid him for this technology to show how important it is to the self-driving car.

II. Waymo’s LiDAR Technology is a Trade Secret

- a. Convince the jury that this is a trade secret. Do this by establishing the three elements:
 - i. The LiDAR information is actually secret because it is neither known to, nor readily ascertainable by another person who can get economic value from use of the information.
 - ii. Waymo took reasonable steps to maintain the secrecy of the LiDAR technology.
 - iii. This secrecy creates independent economic value.
- b. Actually secret.
 - i. Waymo did not share this information with anyone outside the company.
- c. Waymo took reasonable steps to protect this secret.
 - i. Waymo requires all employees to enter into written agreements to maintain confidentiality of proprietary and trade secret information.
 - ii. Only teams that are working on projects related to particular proprietary information have access to that info.
 - iii. All vendors are also subject to confidentiality agreements. Waymo doesn’t use any one vendor for its components so no one vendor has knowledge of the entire technology.
- d. Independent economic value.

- i. Self-driving cars are a technology of the future that will likely generate a lot of profit for Waymo.
- ii. The fact Uber paid \$680m for Levandowski's company and subsequently hired him shows just how much this technology is worth.

Venus – Uber's Misappropriation through Levandowski

I. Introduction

- a. This will echo some of Ryan's introductory points to remind the jury of Levandowski and his role in Waymo and then in Uber.
- b. Take an opportunity to "on the fly" rebut things Matt may have said, within the realm of our agreed facts.

II. Uber Misappropriated Waymo's Trade Secrets

- a. Uber acquired knowledge of Waymo's trade secrets through the hiring of Levandowski.
 - i. Levandowski leaves Waymo, creates Ottomotto, and within 6 months sells company to Uber for the large sum of \$680
 - ii. Companies do not pay that amount of money unless they are getting valuable information.
 - iii. Uber hires Levandowski (worked in Waymo's self-driving car department for 8 years) and makes him head of the same department at Uber dealing with the same technology.
 - iv. Levandowski had the entire repository of docs and his experience from Waymo. Just because the documents were not found on Uber computers does not mean Uber did not have access to the trade secrets through Levandowski.
 - v. While NDA agreements are signed to not disclose trade secrets, there is no doubt Levandowski and his company's value to Uber was the proprietary information they needed to compete with Waymo in the self-driving car industry.
- b. Uber knew or should have known that Levandowski obtained the trade secrets by improper means.
 - i. Levandowski downloaded the entire repository of Waymo's documents before leaving the company.
 - ii. Levandowski created a company dealing with the same technology and very quickly sold it to Uber for a high price and went to work for them.
 - iii. Uber clearly knew who Levandowski was and his background.

III. Anticipated Rebuttals

- a. It doesn't mean anything that a head of Waymo's tech took LiDAR to Burning Man.
 - i. A company is allowed to rely on their employees to follow the rules.
 - ii. He was likely scolded or knew not to disclose information.
 - iii. It is unlikely proprietary information was shared or released or understood at Burning Man and that is categorically different from essentially selling the info to Uber for over half a billion dollars
- b. It's all well and good that Uber makes incoming employees sign NDA agreements not to disclose trade secrets, but this was not an actual transfer of disks for cash, this was clearly a constructive way to get trade secrets by buying his company and hiring him.

- i. Levandowski was fired after the action was commenced. They essentially got caught, and Levandowski was not “cooperating.”

IV. Closing Remarks

- a. Echo remarks of the importance of the technology and what control over the market would mean.
- b. Appeal to common sense.
- c. This is simply a case about Uber stealing Waymo’s trade secrets, Levandowski’s plan to sell the information and get rich, and that is exactly what they did.