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Attorneys for Defendant,  
Rachel Whetstone

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**11/06/2018**  
Clerk of the Court  
BY: ERNALYN BURA  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

ERIC ALEXANDER,  
Plaintiff,

v.

RACHEL WHETSTONE, an individual;  
and DOES 1-10,  
Defendants.

CASE NO. CGC-18-569688

**DECLARATION OF RACHEL  
WHETSTONE IN SUPPORT OF MOTION  
TO FILE DOCUMENTS UNDER SEAL**

*[Filed Concurrently with Notice of Motion and  
Motion to File Documents Under Seal;  
Memorandum of Points and Authorities;  
[Proposed] Order]*

Date: December 4, 2018  
Time: 9:30 a.m.  
Crtrm: Dept. 302

Reservation No.: 110212104-10

Complaint Filed: September 13, 2018

**PUBLIC-REDACTS MATERIALS FROM CONDITIONALLY SEALED RECORD**

1 I, Rachel Whetstone, declare as follows:

2 1. I am the defendant in the above-captioned action (the "Action"). The matters  
3 stated below are true of my own personal knowledge, and if called as a witness, I could and  
4 would competently testify to the same.

5 2. I was employed by Uber Technologies, Inc. ("Uber") as Senior Vice President of  
6 Communications and Public Policy from June 2015 until my resignation in April 2017.

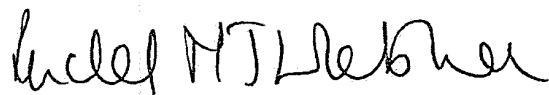
7 3. At the time of my resignation in April 2017, Uber and I executed an agreement  
8 entitled "Confidential Separation Agreement and Release" (the "Separation Agreement"). A true  
9 and correct copy of the Separation Agreement is attached to this declaration as Exhibit A.

10 4. The Separation Agreement contains private, sensitive information, including, but  
11 not limited to, the amount of compensation I was to receive as part of my separation from Uber,  
12 as well as the terms and conditions of my continued work for Uber as an independent consultant,  
13 including the compensation I was to receive in that capacity.

14 5. The Separation Agreement contains a confidentiality provision which prohibits  
15 Uber and me from disclosing the Agreement's existence and terms. I relied upon this provision in  
16 signing the Separation Agreement, and, based upon this provision, reasonably believed and  
17 expected that the private, sensitive information contained therein would not be disclosed  
18 publically.

19  
20 I declare under penalty of perjury under the laws of the State of California that the above  
21 is true and correct.

22  
23 Executed on November 2, 2018, at Menlo Park

24  
25 

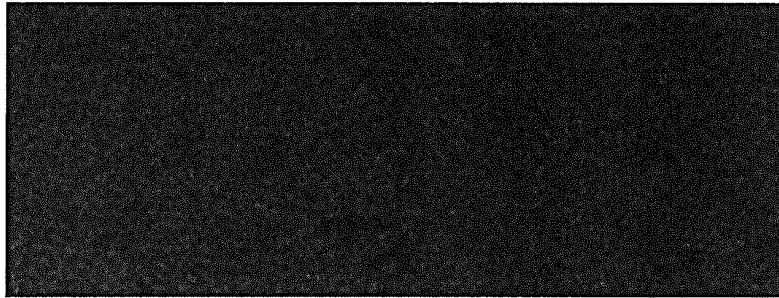
26 RACHEL WHETSTONE

# **EXHIBIT A**

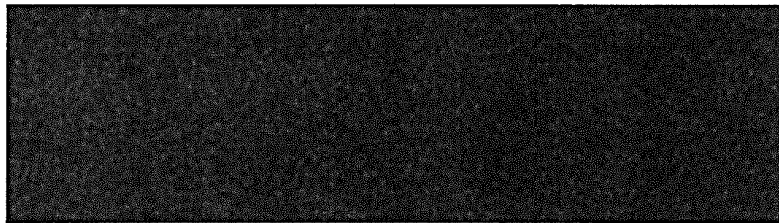
**CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE**

This Confidential Separation Agreement and Release ("Agreement") dated April 10, 2017 is between Rachel Whetstone ( the "Employee") and Uber Technologies, Inc., including any past or present parents, subsidiaries, affiliates, entities and divisions (collectively, the "Company" or "Uber"). The parties agree to the following:

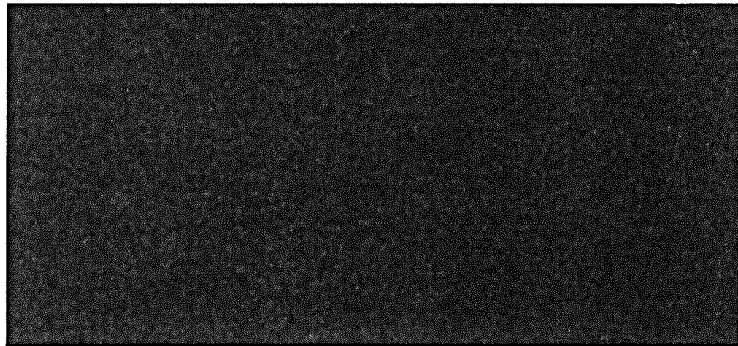
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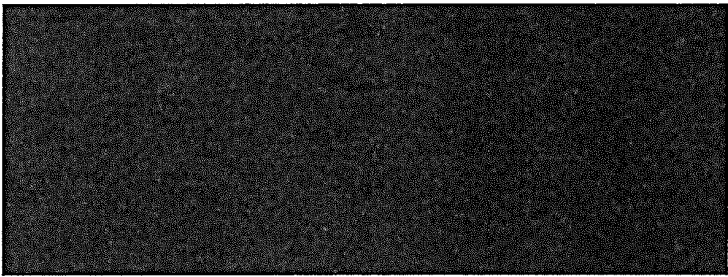
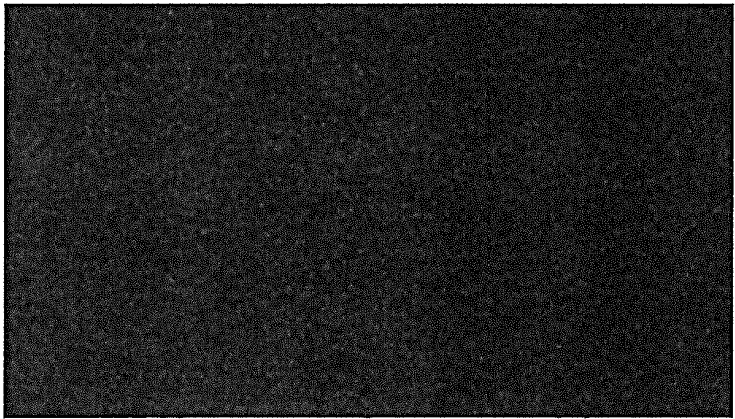
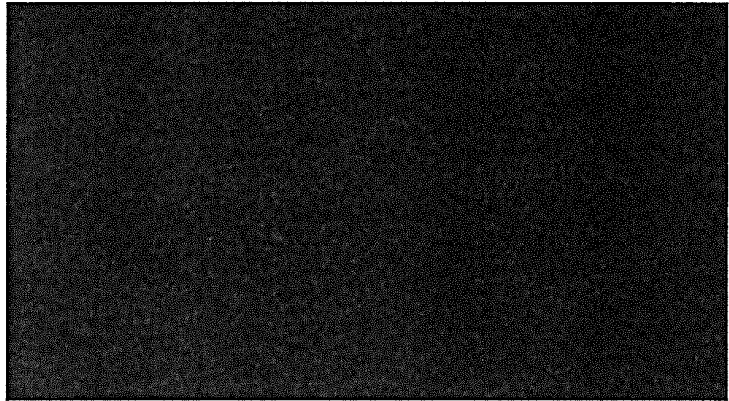


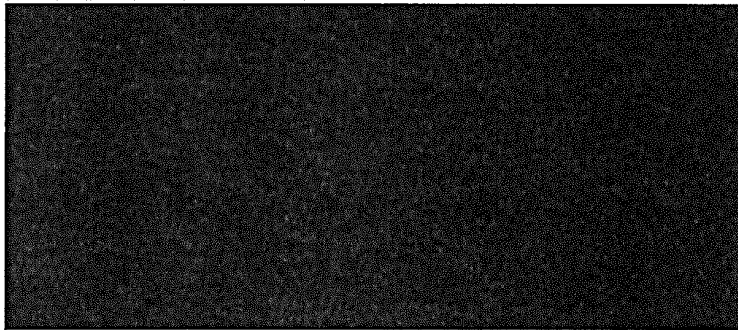
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3.







4.



5.



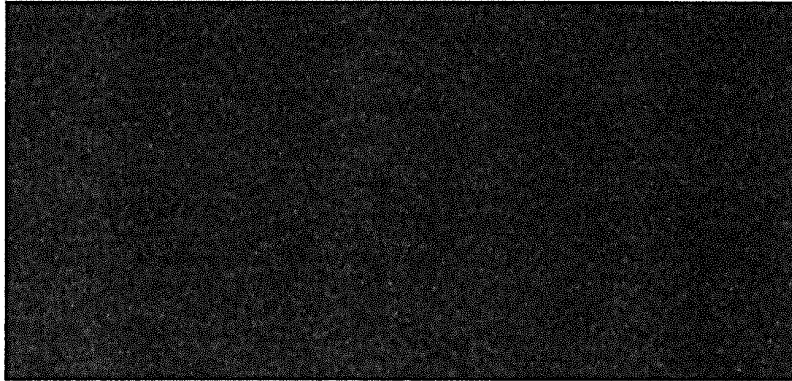
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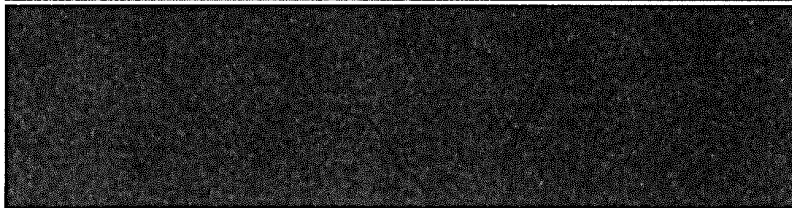
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8.



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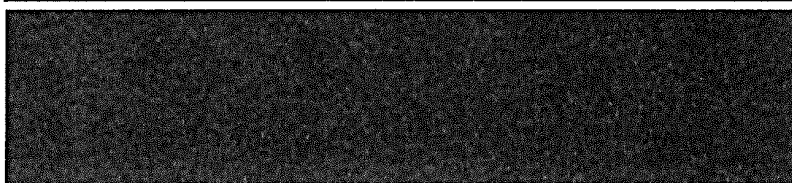


10. **Special Undertaking by the Company.** The Company, on behalf of itself and its senior officers, specifically (a) acknowledges and agrees that Employee has not leaked or otherwise improperly disclosed any confidential information regarding the Company or any personal information regarding any of the senior officers of the Company to any media outlet of any kind and (b) that any claim, allegation or suggestion that Employee has leaked or otherwise improperly disclosed such confidential or personal information is without basis in fact. Any other provision of this Agreement to the contrary notwithstanding, Employee may disclose the contents of this Section 10 of this Agreement in the event any allegation is made in the future regarding improper disclosure of confidential or personal information by the Employee.

11.



12.



[REDACTED]

13.

[REDACTED]

14.

[REDACTED]

15.

[REDACTED]

16.

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

17.

[REDACTED]

18.

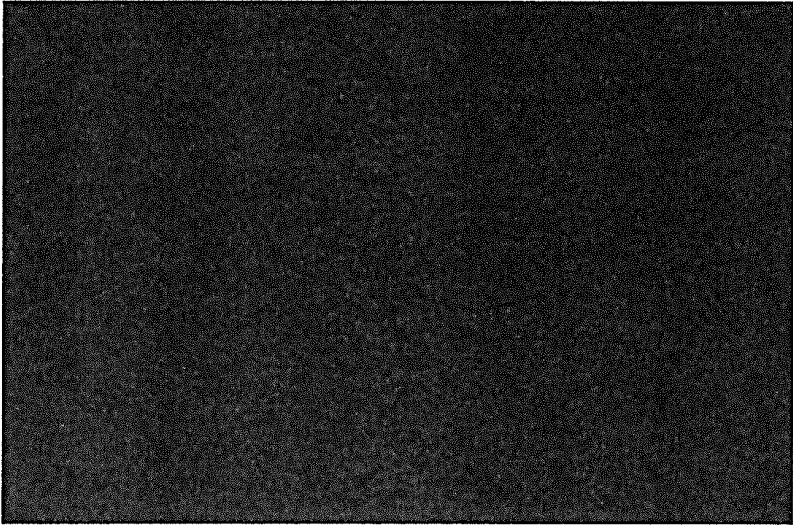
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19.

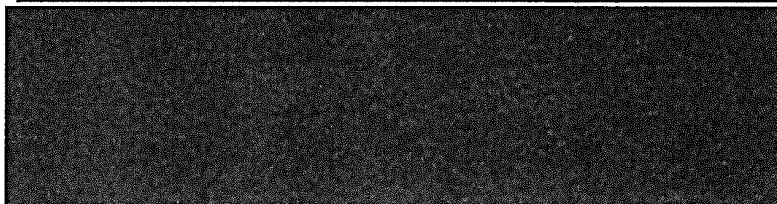
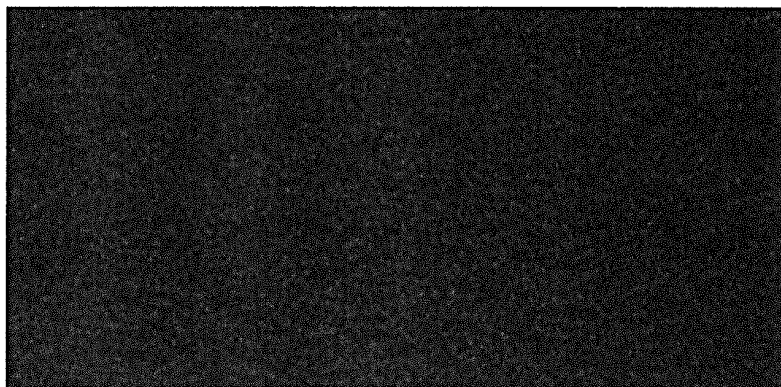
[REDACTED]

20.

[REDACTED]

- 
21. **Arbitration.** The parties agree that any dispute regarding any aspect of this Agreement, including the confidentiality provisions, shall be submitted exclusively to final and binding arbitration before a mutually agreed upon arbitrator in accordance with the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, *et seq.* In the event the FAA does not apply for any reason, then the arbitration will proceed under applicable state arbitration law of the state in which Employee was last employed by the Company. The arbitrator shall be empowered to award any appropriate relief, including remedies at law, in equity or injunctive relief. Arbitration proceedings shall be held in San Francisco, California or at any other location mutually agreed upon by the parties. The parties agree that this arbitration shall be the exclusive means of resolving any dispute under this Agreement and that no other action will be brought by them in any court or other forum. If the parties cannot agree on an arbitrator, then an arbitrator will be selected using the alternate striking method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). Employee will have the option of making the first strike. Any dispute must be submitted to the other party in writing within thirty (30) days of when the party knew or should have known of the dispute. Otherwise, the claim of such party shall be deemed waived to the maximum extent allowed by law. Each party will pay the fees for their own counsel, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by applicable law, the Company will pay the arbitrator's fees and the arbitration costs. If under applicable law the Company is not required to pay the arbitrator's fees and the arbitration costs, then such fees and costs will be apportioned equally between each set of adverse parties.

22. 




Please sign below no sooner than the Separation Date and return the original to the undersigned Company representative. By signing below, Employee acknowledges that she fully understands the final and binding effect of this Agreement.

Uber Technologies, Inc.

By: 

Date:

Liang Hornsey, Chief Human Resources Officer

  
Rachel Whetstone

Date:

11 April 2017