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Debtor in Possession Anthony S. Levandowski

17 **UNITED STATES BANKRUPTCY COURT**  
18 **NORTHERN DISTRICT OF CALIFORNIA**  
19 **SAN FRANCISCO DIVISION**

20 In re:  
21 ANTHONY SCOTT LEVANDOWSKI,  
22  
23 Debtor.

Bankruptcy Case  
No. 20-30242 (HLB)

Chapter 11

**ANTHONY LEVANDOWSKI'S NOTICE  
OF MOTION AND MOTION TO COMPEL  
ARBITRATION; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

24  
25  
26 Date: April 30, 2020  
27 Time: 10:00 a.m.  
Crtrm: 19  
28 Judge: Hon. Hannah L. Blumenstiel

1                                    **NOTICE OF MOTION AND MOTION TO COMPEL ARBITRATION**

2                                    TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3                                    PLEASE TAKE NOTICE that on April 30, 2020 at 10:00 a.m., or as soon as thereafter as  
4 counsel may be heard, in Courtroom 19 of the Bankruptcy Court in the Northern District of  
5 California, located at 450 Golden Gate Ave, 16th Floor, San Francisco, CA 94102 before the  
6 Honorable Hannah L. Blumenstiel, Anthony Levandowski will and hereby does move this Court  
7 for an order compelling Uber Technologies, Inc. (“Uber”) to arbitrate the claims Mr.  
8 Levandowski has asserted against it. A proposed form of order is attached hereto as Exhibit A.

9                                    As part of a transaction in which Uber acquired a company Mr. Levandowski helped start,  
10 Uber signed an Indemnification Agreement under which it agreed to indemnify Mr. Levandowski  
11 against claims brought by his former employer, Google LLC. *See* Declaration of Neel Chatterjee,  
12 Ex. A at Ex. 1. Uber has failed to honor its indemnity obligations. As such, Mr. Levandowski  
13 has filed an arbitration demand with JAMS pursuant to the terms of Section 2.2(e) and 2.3 of the  
14 Indemnification Agreement. *Id.* at §§ 2.2(e), 2.3. Mr. Levandowski now moves for an order  
15 compelling Uber to arbitrate Mr. Levandowski’s claims against it.

16                                    This Motion is based upon this Notice of Motion, the attached Memorandum of Points  
17 and Authorities in support thereof, the Declaration of Neel Chatterjee filed contemporaneously  
18 herewith, all papers and pleadings from this case on file with the Court, all other matters of which  
19 the Court may take judicial notice, any further evidence or argument offered to the Court at the  
20 hearing on this Motion, and any other matters that the Court may consider.

21                                    //

1 Dated: March 30, 2020

Respectfully submitted,

2

By: /s/ Neel Chatterjee

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1 **I. INTRODUCTION**

2 Mr. Levandowski requests that the Court compel Uber Technologies, Inc. (“Uber”) to  
3 arbitrate Mr. Levandowski’s claims to enforce Uber’s indemnity obligations. Uber has refused to  
4 arbitrate its indemnity dispute with Mr. Levandowski despite an unambiguous clause which  
5 requires it. *See* Declaration of Neel Chatterjee, Ex. 1 (“Arbitration Demand”) at Ex. A  
6 (“Indemnification Agreement”) at § 2.2(e) (“An Indemnified Person [Mr. Levandowski] may  
7 elect (in its sole discretion) to arbitrate whether such Indemnified Person is entitled to the  
8 advancement of Expenses.”). Uber’s sole basis to refuse to arbitrate is that it purported to rescind  
9 an indemnity obligation for a claim against Mr. Levandowski that it previously accepted and  
10 controlled for over three years. Not only is the purported rescission meritless, but Uber also  
11 agreed that any issues related to formation of the indemnity agreement would be subject to  
12 arbitration. For these reasons, Uber cannot now refuse to honor the obligations it previously  
13 accepted, and must be compelled to arbitrate this dispute.

14 Mr. Levandowski is a star engineer who built one of the first self-driving motorcycles  
15 (which is in the Smithsonian today), one of the first self-driving cars, and one of the first self-  
16 driving freight trucks. He was one of the core engineers who built the technology for self-driving  
17 cars that ultimately led to Waymo LLC, Alphabet’s leading autonomous driving company that  
18 spun out of Google. Mr. Levandowski was well-compensated for his substantial contributions to  
19 Waymo. After leaving Google, Mr. Levandowski understood that there was a significant risk that  
20 his former employer would try to strip him of the compensation that he had earned at Google.

21 Mr. Levandowski left Google (Waymo’s predecessor) to start his own company,  
22 Ottomotto LLC (“Otto”). Otto was eventually acquired by Uber. Uber conducted extensive due  
23 diligence, including hiring an outside forensic investigation firm, Stroz Friedberg, LLC, to review  
24 the electronic devices of Mr. Levandowski and other Otto employees. Uber received the results  
25 of Stroz’s investigation, which included evidence that Mr. Levandowski had files belonging to  
26 Google on his devices, as well as some indications that evidence may have been destroyed.  
27 Despite this, to induce Mr. Levandowski to work with it, Uber agreed to a broad indemnification  
28 agreement protecting Mr. Levandowski against claims brought by Google relating to his previous

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