

OCT 31, 2023 11:45 AM

Robin C. Bishop
Robin C. Bishop, Clerk of State Court
Cobb County, Georgia

**IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA**

AMBER CORTIJO,

Plaintiff,

vs.

UBER TECHNOLOGIES (GA), INC.,
UBER TECHNOLOGIES, INC.,
RASIER, LLC,
FARMERS INSURANCE EXCHANGE,
SELONCOEUR E. PHARISIEN,
ABC CORPS. 1-5, &
ABC INSURERS 1-5,

Defendants.

CIVIL ACTION NO.
22-A-1916

TEMPORARY PROTECTIVE ORDER
AS TO DEPOSITIONS OF UBER EMPLOYEES AND REPRESENTATIVES

On September 18, 2023, the Parties appeared before this Court to address the Motion for Protective Order filed by the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC concerning depositions of employees and a corporate designee. Counsel for Plaintiff, Amber Cortijo, opposed the Motion for Protective Order but offered to hold depositions under seal for sixty (60) days until Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC can establish such testimony is entitled to confidentiality designation or trade secret protection. The Court finds Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC shall have the opportunity to designate certain deposition testimony as confidential or trade secrets as permitted by the provisions below.



1. PURPOSES AND LIMITATIONS

Deposition testimony, and any documents produced in conjunction with that testimony, in this action may involve production of confidential, proprietary, or private information for which protection from public disclosure may be warranted. The parties acknowledge that this Order does not confer blanket protection on all disclosures, testimony, or discovery and that the protection it affords extends only to the deposition testimony of employees or a corporate designee for the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC under the terms of this Order, and any documents not previously produced that must be done so in conjunction with that testimony. Furthermore, the parties acknowledge that neither this Order nor any confidentiality designation pursuant to it constitutes a ruling by this Court that any specific information is, in fact, confidential. Nor does this Order, or any confidentiality designation pursuant to it, entitle any party to file any information under seal.

2. CONFIDENTIAL INFORMATION

As used in this order, “Confidential Information” shall mean information, testimony, or tangible things for which there is good cause for secrecy under the Georgia Civil Practice Act – that is, specific information that will cause a clearly defined and serious injury to the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC if disclosed that outweighs the public’s interest in disclosure. Examples of such information include social security or taxpayer-identification numbers; names of minor children; financial account numbers; and trade secrets or other similar confidential research, development, or commercial information that would cause severe competitive harm to the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC if disclosed.

“Confidential Information” does not include any information that:

- (a) is publicly available at the time of disclosure;
- (b) is viewable and obtained through the website: eng.uber.com;
- (c) is relevant to the claims and defenses of the Parties, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter per OCGA § 9-11-26(b)(1);
- (d) becomes publicly available after disclosure through no fault of the Plaintiff, counsel for Plaintiff, Defendants, counsel for Defendants, or other non-parties to this litigation;
- (e) was known to the Plaintiff, counsel for Plaintiff, or other non-parties to this litigation prior to disclosure; or
- (f) that Plaintiff, Plaintiff's counsel, or other non-parties to this litigation lawfully receive at a later date from a third party without restriction as to disclosure.

3. DESIGNATING DEPOSITION TESTIMONY AS CONFIDENTIAL

Exercise of Restraint and Care in Designating Deposition Testimony and Documents Pertaining to that Testimony for Protection. The designation of deposition transcripts and documents related to that testimony as confidential shall constitute a representation to the Court that Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC and its counsel believe in good faith that the information constitutes Confidential Information. Parties and Non-parties shall make a good faith effort to designate information in a way that provides the greatest level of disclosure possible, while still preserving the confidentiality of Confidential Information.

Each Party or Non-party that designates deposition transcripts and testimony and documents pertaining to that testimony for protection under this Order must use good faith efforts

to limit any such designation to the specific material that qualifies for protection as Confidential Information. If only part of the deposition transcripts and testimony, or documents pertaining to that testimony, contains Confidential Information, the whole deposition transcript, testimony, or documents related to that testimony shall not be designated confidential. Instead, solely the specific information that is confidential shall be so designated.

Mass, indiscriminate, or routinized designations are strictly prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or delay the case development process, or to impose unnecessary expenses and burdens on other parties) may subject Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC to sanctions upon appropriate motion to the Court.

If it comes to Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC's attention that information that it designated confidential does not qualify for protection, then Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC must promptly notify all other parties that it is withdrawing the mistaken designation.

4. MANNER AND TIMING OF DESIGNATIONS

Except as otherwise provided in this Order, or as otherwise stipulated or ordered, deposition transcripts and testimony, or documents pertaining to that testimony, that qualify for protection under this Order must be clearly designated confidential within sixty (60) days following the receipt of the deposition transcripts of the employees or representatives of Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC. Designation in conformity with this Order requires:

4.1 For testimony given in deposition proceedings, the Party or Non-party offering or sponsoring the testimony must identify on the record, before the close of the deposition, all

confidential testimony. When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may constitute Confidential Information, the Party or Non-party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition is concluded) a right to have up to sixty (60) days after receipt of the deposition transcript to identify the specific portions of the testimony as to which protection is sought. Only those portions of the testimony that are appropriately designated for protection within the sixty (60) days shall be covered by the provisions of this Protective Order.

4.2 The court reporter must affix the legend “CONFIDENTIAL” at the bottom of transcript pages containing information designated as confidential, as instructed by the Party or Non-party offering or sponsoring the witness or presenting the testimony. If only a portion of the material on a page qualifies for protection, Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC also must clearly identify the confidential portion(s) (*e.g.*, by making appropriate markings in the margins, but not over text).

4.3 For documents produced in the deposition as a result of any notice to produce, the Party or Non-Party designating such documents as Confidential Information must do so by the time those documents are produced for deposition testimony. If not done at the time of the testimony given, a Party or Non-Party may not request retro-active designation of documents.

5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time, including after the litigation has ended. A Party or Non-Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

5.2 Procedure for Parties Challenging Confidentiality Designations. A Party may challenge the designation of deposition transcripts or testimony as Confidential as follows:

(a) If Plaintiff or its counsel believes that the deposition transcripts or testimony designated by Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC as Confidential has not been properly so designated or should be reclassified or revealed to an individual not otherwise authorized to have access to that material under this Order, then Plaintiff or its counsel shall provide to the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC written notice of that disagreement, stating the reason(s) for the challenge. During the fourteen-day period following provision of the written notice to the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC (the "Meet and Confer Period"), Plaintiff's counsel and Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC shall try to resolve such challenge in good faith on an informal basis.

(b) If neither the designation nor the objection is withdrawn during the Meet and Confer Period, Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC shall have twenty-one (21) days from the receipt of the written challenge notice to file a motion requesting that the Court issue a decision as to whether the challenged material is, in fact, entitled to protection and, if so, a protective order requiring that the challenged material not be disclosed. Each such motion must be accompanied by a declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph.

Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC bear the burden of establishing that the deposition transcripts and testimony are entitled to protection. Any deposition transcript and testimony designated as Confidential Information that is the subject

of a challenge shall remain subject to this Protective Order until the Court rules on the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC's motion or, if no motion is made, until the time for the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC to bring a motion has expired. Failure by the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC to make such a motion, including the required declaration, within the applicable time period for doing so shall automatically waive the confidentiality designation for each challenged designation.

6. ACCESS TO AND USE OF DEPOSITION TRANSCRIPTS AND TESTIMONY

6.1 Basic Principles. Plaintiff and counsel for Plaintiff may use deposition transcripts and testimony from employees and representatives of Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC or by a Non-party in connection with this case, and any documents produced in connection with that testimony, only for prosecuting, defending, or attempting to settle this litigation or litigation that arises out of the same or similar set of facts, product, transactions, or occurrences. Deposition transcripts and testimony and documents pertaining to that testimony may be disclosed only to the categories of persons and under the conditions as are described herein. Deposition transcripts and testimony and documents relating to that testimony must be stored and maintained by Plaintiff's counsel at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

6.2 Disclosure of Deposition Transcripts. With the exception of material disclosed under Sections 6.3 and 7 below, unless otherwise ordered by the Court, counsel for Plaintiff may disclose any information or item designated confidential only to:

(a) Counsel of record of any Party in this action, including associated personnel necessary to assist Counsel in these proceedings, such as litigation assistants, paralegals, and secretarial and other clerical personnel;

(b) Parties to this litigation and their officers, directors, and employees to whom disclosure is reasonably necessary for this litigation;

(c) Experts of either Party, including associated personnel necessary to assist Experts in these proceedings, such as litigation assistants, paralegals, and secretarial and other clerical personnel, so long as such Expert has signed the "Acknowledgment and Agreement to Be Bound by Stipulated Protective Order" (Appendix A);

(d) The Court, including associated personnel necessary to assist the Court in its functions;

(e) Litigation support services, including outside copying services, court reporters, stenographers, videographers, or companies engaged in the business of supporting computerized or electronic litigation discovery or trial preparation, retained by a Party or its counsel for the purpose of assisting that Party in these proceedings, for whom a company representative has signed the "Acknowledgment and Agreement to Be Bound by Protective Order" (Appendix A);

(f) Other Professional Vendors to whom disclosure is reasonably necessary for this litigation and for whom a company representative has signed the "Acknowledgment and Agreement to Be Bound by Stipulated Protective Order" (Appendix A);

(g) Any actual or potential witness in the action who has signed the "Acknowledgment and Agreement to Be Bound by Stipulated Protective Order" (Appendix A),

provided that counsel believes, in good faith, that such disclosure is reasonably necessary for the prosecution or defense of these proceedings;

(h) Counsel for issuers of insurance policies under which any issuer may be liable to satisfy part or all of a judgment that may be entered in these proceedings or to indemnify or reimburse payments or costs associated with these proceedings and who has signed the “Acknowledgment and Agreement to Be Bound by Stipulated Protective Order” (Appendix A);

(i) Any mediator or arbitrator appointed by the Court or selected by mutual agreement of the parties and the mediator or arbitrator’s secretarial and clerical personnel, provided that a company representative for the mediator or arbitrator has signed the “Acknowledgment and Agreement to Be Bound by Stipulated Protective Order” (Appendix A);

(j) Counsel representing clients with present or future cases that arise out of the same or similar set of facts, product, transactions, or occurrences, provided that such counsel have signed the “Acknowledgment and Agreement to Be Bound by Stipulated Protective Order” (Appendix A); and

(k) Any other person as to whom the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC have consented to disclosure in advance and in writing.

6.3 Disclosure to the Government. Notwithstanding this Order or any confidentiality designations under it, any Party may disclose relevant information to any regulatory or law enforcement agency or government entity that has an interest in the subject matter of the underlying suit.

7. **DEPOSITIONS TRANSCRIPTS AND TESTIMONY OR DOCUMENTS
RELATED TO THAT TESTIMONY SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or an order issued in other litigation that would compel disclosure of deposition transcripts and testimony, or documents pertaining to that testimony, the Party must so notify the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC in writing (by e-mail, if possible) within ten (10) business days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

The Party also must promptly notify in writing the party that caused the subpoena or order to issue that some or all the material covered by the subpoena or order is the subject of this Protective Order. In addition, the Party must deliver a copy of this Protective Order promptly to the party in the other action that caused the subpoena or order to issue.

If the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC timely seek a protective order from the court where the subpoena or order issued, the Party served with the subpoena or court order shall not produce any deposition transcripts and testimony or documents pertaining to that testimony before a determination by that court, unless the Party has obtained the Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC's permission. The Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Party in this action to disobey a lawful directive from another court.

8. **UNAUTHORIZED DISCLOSURE OF DEPOSITION TRANSCRIPTS AND TESTIMONY OR DOCUMENTS PERTAINING TO THAT TESTIMONY**

If Plaintiff's Counsel or Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC or its counsel learn that, by inadvertence or otherwise, deposition transcripts and testimony or documents pertaining to that testimony have been disclosed to any person or in

any circumstance not authorized under this Order, Plaintiff's Counsel or Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC or its counsel must promptly (a) notify in writing the other Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the deposition transcripts and testimony, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound by Stipulated Protective Order" that is attached hereto as Appendix A.

9. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until Plaintiff's Counsel or Defendants, Uber Technologies (GA), Inc., Uber Technologies, Inc., and Rasier, LLC or its counsel agree otherwise in writing or a court order otherwise directs.

10. MISCELLANEOUS

10.1 Public Health and Safety. Nothing in this Order is intended to prevent any Party or Non-party from raising with the Court any concern that the non-disclosure of certain deposition transcripts and testimony may have a possible adverse effect upon public health or safety, or the administration or operation of government or public office, and therefore the public interest in disclosure outweighs any interest in secrecy.

10.2 Right to Further Relief. Nothing in this Order abridges the right of any Party or person to seek its modification by the Court in the future.

10.3 Non-Parties. Nothing in this Order affects the right of Non-parties to this action to challenge this Order, any confidentiality designations made pursuant to the Order, or the sealing of any court records in this case.

10.4 Right to Assert Other Objections. By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

SO ORDERED this 31st of 04., 2023.



The Honorable Alison B. Salter
Judge, State Court of Cobb County

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

AMBER CORTIJO,

Plaintiff,

vs.

UBER TECHNOLOGIES (GA), INC.,
UBER TECHNOLOGIES, INC.,
RASIER, LLC,
FARMERS INSURANCE EXCHANGE,
SELONCOEUR E. PHARISIEN,
ABC CORPS. 1-5, &
ABC INSURERS 1-5,

Defendants.

CIVIL ACTION NO.
22-A-1916

APPENDIX A TO THE PROTECTIVE ORDER

I acknowledge that I have read and understand the Protective Order entered in this action on _____, 202__, and agree to abide by its terms and conditions. Because it is necessary for me in the performance of my duties to have access to deposition transcripts and testimony designated Confidential Information that is the subject of the Protective Order, I understand and agree that I am personally bound by and subject to all of the terms and provisions of this Order.

Signature

Printed Name

Date

CERTIFICATE OF SERVICE

I hereby certify that I have this day served true and exact copies of the foregoing

ORDER

(through PeachCourt Electronic Filing system), to the following parties:

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This 31st day of October, 2023.

/s/ Ericka Kemp

Ericka Kemp, Judicial Administrative Specialist to
Allison B. Salter, Judge, State Court of Cobb County,
Cobb Judicial Circuit