

May 26, 2017

Mr. Anthony Levandowski
c/o Ismail Ramsey, Esq.
Miles Erlich, Esq.
Ramsey & Erlich LLP
803 Hearst Avenue
Berkeley, CA 94710

Re: *Waymo LLC v. Uber Technologies, Inc. et al.*, Case No. C 17-00939 WHA
Termination for Cause - Notice to Cure

Dear Anthony:

This letter notifies you that your employment with Uber Technologies, Inc. and Ottomotto LLC (collectively, “Uber”) is hereby terminated for Cause, subject to your contractual right to cure the deficiencies addressed in this letter within the next 20 days.

First, you have not complied with the requests set forth in Uber’s letter to you dated May 15, 2017 (the “Letter”). That letter requested your full cooperation in complying with the Order issued on May 11, 2017, by the United States District Court Judge in the above referenced case (the “Order”). As of today, you have not complied with these requirements.

The Letter expressly states that your failure to comply with the Letter’s requirements would result in adverse employment action, including the possible termination of your employment at Uber. The Letter also constituted a written directive from Uber. Your Notice of Restricted Stock Award with Uber (“Stock Award”) expressly states that your failure to comply with written directives from Uber constitutes one of several grounds for a “for Cause” termination of your employment. Thus, your failure to comply with the Letter’s requirements is a ground for termination for Cause.

Second, you did not comply with the prior written directive to cooperate with Uber’s investigation sent to you on April 20, 2017, by Angela Padilla (the contents of which are privileged). Your failure impeded Uber’s internal investigation and defense of the lawsuit referenced above and constitutes a ground for termination for Cause.

Further, in your Employment Agreement, you represented and warranted that “you have returned or destroyed all property and confidential information belonging to any prior employer.” Your failure to comply with the Letter gives Uber grounds to allege a breach of the representation and warranty in your employment agreement, and constitutes an additional ground for termination with Cause.

Under the Stock Award and other agreements, you are entitled to 20 days to cure the events that give rise to this termination for Cause. This letter constitutes the “prior written notice” triggering the commencement of that 20-day period.

Accordingly, consistent with our agreements with you, your employment is hereby terminated for Cause, and that termination shall become effective 20 days from today (i.e., June 15, 2017), unless prior to that date you (a) cure your failure to comply with the requirements set forth in the Letter, (b) cure your failure to comply with the requirements set forth in Ms. Padilla’s April 20, 2017 email, (c) confirm that you will fully comply with all aspects of Uber’s investigation into the facts alleged in the above-referenced lawsuit, and (d) cure your breach of the representation and warranty in ¶ 1(c) of your Employment Agreement.

For the avoidance of doubt, Uber retains the sole right to determine whether you are in compliance with the requirements set forth in the Letter and in your agreements with Uber.

Very truly yours,

Uber Technologies, Inc.

Salle Yoo

By: Salle Yoo
General Counsel

cc: Travis Kalanick