



1 MAYER BROWN LLP
 JOHN NADOLENCO (SBN 181128)
 2 *jnadolenco@mayerbrown.com*
 DANIEL D. QUEEN (SBN 292275)
 3 *dqueen@mayerbrown.com*
 350 S. Grand Avenue, 25th Floor
 4 Los Angeles, CA 90071-1503
 Telephone: (213) 229-9500
 5 Facsimile: (213) 625-0248

6 Attorneys for Petitioner and Plaintiff
 WAYMO LLC
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 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF SACRAMENTO

11 WAYMO LLC, a Delaware limited liability
 company,
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13 Petitioner and Plaintiff,

14 v.

15 CALIFORNIA DEPARTMENT OF MOTOR
 16 VEHICLES; and DOES 1 through 100,
 inclusive.

17 Respondents and
 18 Defendants.
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CASE NO.

**VERIFIED COMPLAINT AND
 PETITION FOR:**

- (1) WRIT OF MANDATE (CIV. PRO. CODE § 1085);
- (2) DECLARATORY RELIEF; and
- (3) INJUNCTIVE RELIEF

FILED BY FAX

1 Waymo LLC (“Waymo” or “Petitioner”), for its Verified Petition and Complaint, alleges
2 as follows:

3 **JURISDICTION AND VENUE**

4 1. Waymo brings this action to prevent the disclosure by the California Department
5 of Motor Vehicles (the “DMV”) of sensitive trade secret information and records pertaining to
6 Waymo’s operations in response to public records requests made under the California Public
7 Records Act (“CPRA”) codified at Government Code section 6250, *et seq.*

8 2. Jurisdiction and venue are proper in this Court because the action arises under
9 California state law, the DMV resides in Sacramento, and the threatened disclosure described
10 herein would occur in Sacramento.

11 **PARTIES**

12 3. Waymo is a Delaware limited liability company, duly authorized to do business in
13 the State of California. Waymo’s headquarters and principal place of business are in Mountain
14 View, California. Waymo is a leading participant in the emerging industry of autonomous vehicle
15 technology.

16 4. The DMV is an agency of the State of California, with headquarters in Sacramento,
17 California. The DMV developed and administers an Autonomous Vehicle Deployment Program
18 to establish regulations that manufacturers and other entities are required to meet before they can
19 deploy autonomous vehicles on California’s public roads.

20 5. Waymo does not know the true names or capacities of the defendants sued herein
21 as DOES 1 through 100, inclusive, and will amend this complaint and petition to allege such facts
22 as soon as they are ascertained. Waymo is informed and believes, and on that basis alleges, that
23 the defendants, and each of them designated herein as DOES 1 through 100, inclusive, are in some
24 manner responsible for the events and happenings alleged herein, or otherwise participated in the
25 acts alleged herein and as a result, caused harm to Waymo.

1 **I. GENERAL ALLEGATIONS**

2 **A. The DMV's Autonomous Vehicle Deployment Program.**

3 6. Pursuant to the authority granted to it under California Vehicle Code *section* 38750,
4 on or about April 1, 2018, the DMV promulgated regulations regarding the deployment of
5 autonomous vehicles on public roads in California. Those regulations are codified in Title 13,
6 Division 1, Chapter 1, Article 3.8 of the California Code of Regulations. *See generally* Title 13,
7 California Code of Regulations §§ 228.00 *et seq.*

8 7. The applicable DMV regulations provide in pertinent part: “[A]n autonomous
9 vehicle shall not be deployed on any public road in California until the manufacturer has submitted
10 and the department has approved an Application for a Permit to Deploy Autonomous Vehicles on
11 Public Streets, form OL 321 (Rev. 7/2020), which is hereby incorporated by reference.” 13 Cal.
12 Code Regs. § 228.06(a).

13 8. Consistent with this regulatory authority, the DMV has developed and adopted
14 Form OL 321, Application for a Permit to Deploy Autonomous Vehicles on Public Streets, which
15 is available on the DMV's Autonomous Vehicle Deployment Program Website. The Application
16 requires submitting manufacturers to affirm 15 separate “acknowledgements” that correspond to
17 the various certification requirements in 13 Cal. Code Regs. §§ 228.06(a) and 228.06(b). *See* Form
18 OL 321, Section 3. Additionally, the form lists up to 12 attachments meant to be included with
19 the application. The content of those attachments likewise is derived from the regulatory
20 requirements. *See* Form OL 321, Section 4.

21 9. Autonomous vehicle manufacturers, including Waymo, must disclose in Form OL
22 321, directly and/or through the required attachments, significant and sensitive trade secret
23 information. Likewise, in connection with its assessment of an Application, the DMV typically
24 asks numerous follow-up questions that require further disclosure of significant and sensitive trade
25 secret information. This trade secret information includes, inter alia: detail about the operational
26 design domain of the autonomous vehicle to be deployed (i.e., the geography where the vehicles
27 would be operating); operating restrictions applicable to the autonomous vehicle; details
28 concerning how the vehicle reacts when outside of its operational design domain or when

1 encountering restricted conditions; and proprietary information related to the manufacturer's
2 testing of autonomous technologies in the relevant operational design domain. *Id.* Manufacturers
3 also are required to make a number of certifications regarding the components, capabilities and
4 design of the autonomous technology equipped on any vehicle to be deployed on public roads
5 under the permit. *Id.*

6 **B. Waymo's Application for a Permit to Deploy Autonomous Vehicles on Public**
7 **Streets.**

8 10. On or around January 19, 2021, Waymo submitted to the DMV its Application for
9 a Permit to Deploy Autonomous Vehicles on Public Streets. Waymo's application submission
10 was incorporated in a packet of information (the "Application"), which packet included the
11 completed Form OL 321, nine separate attachments, and eight appendices to those attachments.

12 11. As required under 13 Cal. Code Regs. §§ 228.06(a), and as specified in Form OL
13 321, Waymo's Application included information and details regarding a number of sensitive
14 categories of information that are not shared outside Waymo (the "Application Trade Secret
15 Information"). Specifically, the Application Trade Secret Information includes:

- 16 a. Information about how the autonomous vehicle identifies and navigates
17 through certain conditions.
- 18 b. Proprietary data involving Waymo's testing of autonomous vehicles in a
19 relevant operational design domain ("ODD").¹ In particular, this
20 information includes: information about how the vehicle identifies and
navigates through certain conditions and information about Waymo's
proprietary internal processes for assessing and, if necessary, remediating
the circumstances that were deemed to have led to certain collisions.

21 12. Each page of the Application packet was clearly branded "Contains Confidential
22 Business Information."

23 13. The Application Trade Secret Information reveals, *inter alia*, Waymo's strategic
24 plans for the deployment of autonomous vehicles and the particular ODD conditions in which
25 Waymo currently intends to permit operation of its autonomous vehicles. This also involves a
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27 ¹ The "Operational Design Domain" is defined as "the specific operating domain(s) in which
28 an automated function or system is designed to properly operate, including but not limited to
geographic area, roadway type, speed range, environmental conditions (weather,
daytime/nighttime, etc.), and other domain constraints." 13 Cal. Code Regs. § 227.02(j).

1 discussion about how Waymo's autonomous technology is designed to respond when it detects
2 that the autonomous vehicle is being operated in conditions outside of its ODD. This information
3 also includes sensitive information regarding Waymo's internal analyses of collisions involving
4 vehicles operating autonomously. This analysis involves Waymo's technical assessment of those
5 collisions, which could provide strategic insight to Waymo's competitors and third parties
6 regarding Waymo's assessment of those collisions from a variety of different perspectives,
7 including potential technological remediation.

8 14. Following further exchanges between Waymo and the DMV's Autonomous
9 Vehicles Branch in February and March 2021, on or about March 25, 2021, Waymo's Application
10 for Permit to Deploy Autonomous Vehicles on Public Streets was considered by the DMV to be
11 complete.

12 **C. The DMV's Follow-up Questions Regarding Waymo's Application.**

13 15. Following the DMV's receipt of Waymo's complete Application in March 2021,
14 the DMV sent several rounds of follow-up questions to Waymo concerning its Application.

15 16. The answers to these follow-up questions required Waymo to divulge sensitive
16 trade secret information. As a result, Waymo's responses to those follow-up questions were
17 provided with labels reflecting the confidential nature of the information provided. Every page of
18 Waymo's responses to these follow-up questions was branded "Contains Confidential Business
19 Information." Waymo also noted the confidential nature of the contents of the responses in its
20 cover transmittals to the DMV.

21 17. Through the follow-up questions, the DMV requested, and Waymo provided, under
22 an understanding and claim of confidentiality, sensitive trade secret information regarding the
23 operation and design of its autonomous vehicles, as well as the proprietary processes and
24 procedures that Waymo has developed to support important aspects of its autonomous vehicle
25 deployment program. The information implicated by the follow-up questions, and Waymo's
26 answers to those questions, include the following categories of proprietary, trade secret
27 information (the "Follow-Up Trade Secret Information"):
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- 1 a. Proprietary information regarding the manner and circumstances in which
2 Waymo's autonomous vehicles are designed to achieve a minimal risk
3 condition.²
- 4 b. Proprietary information regarding the manner, timing, and circumstances
5 in which Waymo's autonomous driving system can and will transition
6 control of the vehicle to trained drivers.
- 7 c. Waymo's proprietary system of processes that dictate when to provide
8 support to its autonomous vehicle fleet. This encompasses the
9 circumstances in which Waymo will deploy Fleet Support personnel,
10 when Fleet Support personnel will contact passengers to provide
11 assistance, and the resources and processes that Fleet Support personnel
12 use in addressing input from the autonomous vehicle.
- 13 d. The manner by which Waymo assesses disengagement incidents, and its
14 internal evaluation of how to approach and/or address disengagements of a
15 vehicle's autonomous driving mode.
- 16 e. Waymo's assessment of certain collision incidents and, in particular, the
17 unique technology, design and engineering solutions that Waymo has
18 developed in response to those events.

19 18. As used herein, the term "Trade Secret Information" includes the categories of
20 information encompassed both in the Application Trade Secret Information and the Follow-up
21 Trade Secret Information.

22 19. The information provided by Waymo in response to DMV follow-up contains
23 proprietary trade secrets. Several of these categories of information implicate the unique methods
24 by which Waymo autonomous vehicles carry out real-time driving functions, and how those
25 vehicles interact with Waymo support personnel. Others relate to carefully-calibrated, Waymo-
26 specific business processes that leverage learnings acquired by Waymo after years of experience
27 and testing by autonomous vehicle development, not to mention a significant financial investment
28 in developing the technology. These processes implicate a number of internal business,
technological, engineering and legal perspectives that are not publicly known or otherwise shared
by Waymo.

² A "minimal risk condition" refers to the "low-risk operating condition that an autonomous vehicle automatically resorts to when either the automated driving systems fails or when the human driver fails to respond appropriately to a request to take over the dynamic driving task." 13 Cal. Code Regs. § 227.02(i).

1 **D. Public Records Request Issued to The DMV.**

2 20. On or about October 18, 2021, the DMV notified Waymo that it received a request
3 for the release of records relating to Waymo pursuant to the California Public Records Act.
4 Specifically, the request sought the release of the Application and related correspondence.

5 21. At the DMV's request, Waymo provided the DMV with redacted versions of the
6 requested materials to protect Waymo's proprietary and trade secret information. Upon
7 information and belief, the DMV then provided those redacted materials to the requesting party.

8 22. On or about January 3, 2022, the DMV notified Waymo that certain of the
9 redactions had been challenged by the third party requester (the "Challenged Redactions"). At
10 that time, the DMV provided Waymo with two files detailing the redactions that the third party
11 requester challenged. The Challenged Redactions cover categories of information represented in
12 both the Application Trade Secret Information and the Follow-Up Trade Secret Information
13 described above. In other words, the third party seeks to have the trade secret information that
14 Waymo redacted.

15 23. Upon information and belief, the DMV has not conducted any independent
16 assessment of the merits of the redactions challenges. Rather, the DMV has advised Waymo that,
17 even though the information subject to the Challenged Redactions was provided in response to
18 DMV information requirements, Waymo alone would shoulder the burden of justifying the
19 redactions.

20 24. On or about January 3, 2022, the DMV advised Waymo that it intended to release
21 the information subject to the redactions challenges unless Waymo sought an injunction
22 prohibiting disclosure of the material in unredacted form. The DMV subsequently required that
23 notice of the injunction must be served on the DMV by January 31, 2022.³

24 **E. The Redacted Materials Constitute Trade Secret Information.**

25 25. As discussed above, the information protected by the Challenged Redactions
26 contains trade secrets. The emerging industry devoted to the development of autonomous
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28 ³ On January 20, in an effort to resolve its dispute with the DMV, Waymo informed the
DMV that it was willing to withdraw some of the Challenged Redactions.

1 technology is highly competitive. Revealing this information to Waymo's competitors, either
2 directly or through publication in the media, would provide Waymo's competitors with unique
3 insight into Waymo's approach and strategy on a number of critical technological, engineering
4 and business issues central to its development of autonomous vehicle technology that they would
5 not have but for this disclosure. This will irreparably harm Waymo and undermine Waymo's
6 substantial investment into autonomous vehicle technologies by making this information available
7 to other market participants or media interests without the same substantial investment of time and
8 resources.

9 26. Waymo employs a number of industry-leading security and privacy solutions to
10 maintain the secrecy of the information implicated by the Challenged Redactions. Specifically, the
11 information is internally known only to certain Waymo executives, officers, and employees who
12 "need to know" the information in the performance of their duties, and Waymo employs a number
13 of software-based and physical restrictions that ensure that only those "need to know" executives,
14 officers and employees have access to the information. Additionally, all Waymo employees,
15 temporary employees, vendors, and contractors must sign confidentiality agreements before
16 beginning work with Waymo. Those agreements prohibit the disclosure of any information
17 learned through the course of their work with Waymo.

18 27. Moreover, when Waymo was required to provide the trade secret information to the
19 DMV, it took steps to ensure that each page of its submissions was designated as "Confidential
20 Business Information." Additionally, when Waymo was made aware of the CPRA request for the
21 Application and all related correspondence, it provided the DMV with redacted versions of the
22 documents to protect its proprietary interests.

23 **F. The DMV Was Required to Withhold Information Subject to the Challenged**
24 **Redactions From Production.**

25 28. The CPRA exempts trade secret information from disclosure in response to public
26 records requests. Govt. Code, § 6254(k); Evid. Code, § 1060.

27 29. The DMV was obligated to withhold the information subject to the Challenged
28 Redactions from production pursuant to the CPRA trade secret exemption.

1 38. Additionally, as alleged above, the broader public interest in having Waymo's trade
2 secret withheld clearly outweighs any narrow interest in having the material released in unredacted
3 form. Importantly, Waymo does *not* seek to contest all of the Challenged Redactions. Rather, it
4 only seeks to withhold the Trade Secret Information from production in unredacted form.

5 39. Waymo has a clear, present, and beneficial interest in the non-disclosure of its trade
6 secrets, and Waymo has no adequate remedy at law for the injuries it will suffer unless the
7 disclosure is prevented by the issuance of a writ of mandate ordering the DMV not to disclose the
8 Trade Secret Information implicated by the Challenged Redactions.

9 40. Waymo has no plain, speedy, or adequate remedy and has no other avenue for relief,
10 save by petition for writ of mandate.

11 41. There are no administrative remedies available to exhaust, in that the law does not
12 provide Waymo any administrative opportunity to forestall production. The DMV has declined
13 Waymo's request to withhold information subject to the Challenged Redactions from production
14 in unredacted form and therefore litigation constitutes Waymo's only avenue for relief.

15 **SECOND CAUSE OF ACTION**

16 **Declaratory Relief**

17 42. Waymo realleges and incorporates by this reference each of the preceding
18 paragraphs as if fully stated herein.

19 43. A present and actual controversy now exists between the Waymo and the DMV
20 concerning their respective rights and duties, in that Waymo contends that the DMV is precluded
21 as a matter of law from disclosing Waymo's trade secrets.

22 44. The DMV obtained the Trade Secret Information having been specifically advised
23 that it constituted confidential information. Under the CPRA specifically and trade secret law
24 generally, Waymo has the right to prevent disclosure of the Trade Secret Information by the DMV.
25 Additionally, the broader public interest in withholding the Trade Secret Information outweighs
26 any conceivable interest in their release.

1 45. Although to date the DMV appears not to have taken a position as to whether Trade
2 Secret Information are indeed trade secrets, the DMV nonetheless has advised Waymo of its
3 intention to release the Trade Secret Information in unredacted form.

4 46. A judicial declaration is necessary and appropriate under the circumstances so that
5 all parties may ascertain their rights with respect to one another under the various laws applicable
6 to the CPRA.

7 47. In addition, sufficient grounds exist for the issuance of a temporary restraining
8 order, preliminary injunction, and permanent injunction prohibiting the release of the Trade Secret
9 Information by the DMV.

10 48. Waymo will suffer irreparable injury if a temporary restraining order or injunction
11 is not issued to protect its trade secret information.

12 49. There is a real threat of immediate and irreparable injury to Waymo, in that the
13 DMV has already made the determination to release in unredacted form certain Trade Secret
14 Information subject to the Challenged Redactions. The release of this Trade Secret Information
15 would destroy the trade secret under applicable law.

16 50. For these reasons, Waymo also seeks injunctive relief (beyond just declaratory
17 relief) to enjoin the DMV and its agents and employees, and all persons acting in concert with
18 them, from producing the certain Trade Secret Information subject to the Challenged Redactions.

19 **THIRD CAUSE OF ACTION**

20 **Injunctive Relief**

21 51. Waymo realleges and incorporates by this reference each of the preceding
22 paragraphs as if fully stated herein.

23 52. Despite Waymo's designation of the Trade Secret Information as confidential, on
24 or about January 3, 2022, the DMV advised Waymo of its intention to release in unredacted form
25 the Trade Secret Information subject to the Challenged Redactions unless Waymo obtained an
26 order enjoining such release.

1 **On All Causes of Action:**

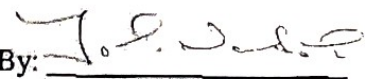
2 59. For costs and attorneys' fees of the suit; and

3 60. For such other and further relief as the Court may deem just and proper.

4 Dated: January 21, 2022

5 Respectfully submitted,

6 MAYER BROWN LLP

7 By: 

8 John Nadolenco

9 Attorneys for Petitioner and Plaintiff
10 WAYMO LLC

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VERIFICATION

I, Samrat Ravindra Kansara, am the Group Product Manager of Petitioner/Plaintiff Waymo LLC, and I am authorized to make this verification. I have read the foregoing VERIFIED COMPLAINT AND PETITION FOR: (1) WRIT OF MANDATE (CIV. PRO. CODE § 1085); (2) DECLARATORY RELIEF; and (3) INJUNCTIVE RELIEF and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own personal knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

Dated: January 21, 2022


By: Samrat Ravindra Kansara