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File & ServeXpress, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CAT BROOKS and RASHEED SHABAZZ, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

THOMSON REUTERS CORPORATION,

Defendant.

Case No. Case No. 3:21-CV-01418-EMC

DECLARATION OF TAMERLANE CARTER

Date: June 30, 2022
Time: 1:30 p.m.
Location: Courtroom 5, 17th Floor
Judge: Edward Chen

1. My name is Tamerlane Carter. I am above the age of 18, and I am competent to make this affidavit. Everything contained herein is based on my personal knowledge, and I have personal knowledge of that which is contained herein.

2. I have never been convicted of any crime, including a felony or a crime of moral turpitude.

3. I am the Chief Executive Officer of File & ServeXpress, LLC ("FSX"), the non-party/intervenor in the above-captioned litigation.

4. FSX is in the business of retrieving and/or obtaining publicly filed court documents from specified jurisdictions, compiling them, and redistributing them to third parties, like West Publishing Corporation, pursuant to service agreements.

5. I have reviewed the Service Agreement between FSX and West Publishing Corporation that is dated August 1, 2014, and I have personal knowledge of the contents of the Service

Agreement.

6. The Service Agreement only applies to FSX's provision of services in the State of Delaware, with respect to the non-sealed documents filed in three specific Delaware state courts: the Delaware Court of Chancery, the Delaware Superior Court, and the Delaware Supreme Court.

7. The Service Agreement does not address, contemplate, or apply to any material that originates in the State of California or its court system.

8. The Service Agreement contains both confidential and proprietary information that is integral to FSX, LLC's business model.

9. This information includes, but is not limited to, how FSX obtains the information that it disseminates, the frequency with which it distributes the information it obtains, to whom it distributes the information it obtains, and the pricing model that it has created for the provision of the services described herein.

10. The Service Agreement also addresses issue of title and licensing for the material that FSX obtains via the Service Agreement, which is confidential and proprietary to FSX and FSX's business model.

11. FSX has taken affirmative steps to shield the information contained within the Service Agreement from public disclosure by including a confidentiality provision within the Service Agreement. This provision mandates that the Service Agreement and information related thereto be kept strictly confidential.

12. FSX maintains that the Service Agreement is confidential and proprietary to its business model because it contains information that would be valuable to FSX's competitors if they were to obtain or otherwise have access to the Service Agreement.

13. The Service Agreement does not mention, contemplate, or include any information related to Thomson Reuters' "CLEAR" program.

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FURTHER AFFIANT SAYETH NAUGHT.

Sworn and subscribed to by Tamerlane Carter,

On this, the 22 day of April, 2022.

Printed Name: Tamerlane Carter.

STATE OF TEXAS

COUNTY OF Dallas

Before me, April 22, 2022, on this day personally appeared TAMERLANE CARTER, known to me (or proved to me through government issued identification) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO ME, and

Given under my hand and seal of office this 22 day of April, 2022.

Gina Austin

Notary Public's Signature

[Seal of Notary Public]

NOTARY PUBLIC STATE OF TEXAS
GINA S AUSTIN
Notary ID #132275688
My Commission Expires
December 6, 2023