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Superior Court of California,
County of San Francisco

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17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF SAN FRANCISCO

20
21 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

22 Plaintiff,

23 v.

24 **AMAZON.COM, INC.,**

25 Defendant.

CASE NO. CGC-22-601826

JOINT CASE MANAGEMENT STATEMENT

Date: January 4, 2023

Time: 10:00 AM

Dep't: 304

Judge: Hon. Ethan P. Schulman

Case Filed: September 15, 2022

JOINT CASE MANAGEMENT STATEMENT

Pursuant to Rules 3.724 and 3.750 of the California Rules of Court, counsel for Plaintiff, The People of the State of California (“Plaintiff” or “The People”), and Defendant, Amazon.com, Inc. (“Defendant” or “Amazon”), have met and conferred and submit this initial Joint Case Management Statement in the above-captioned action (the “Action”).

I. BACKGROUND

A. The People’s Statement.

Based on the Court’s admonition that “CMC statements are not advocacy statements,” The People proposed to Amazon that no background section was necessary, or, in the alternative, the parties should agree to a simple, joint statement regarding the claims made and legal issues presented. Amazon rejected The People’s suggestion, insisting on a separate statement. The People provide the following summary of the claims made and issues presented.

The Complaint alleges that Amazon requires all third-party sellers who sell products on the Amazon platform, and most large wholesale suppliers who supply Amazon with the products it sells directly, to enter into express and de facto price parity agreements under which the sellers and suppliers agree not to charge or allow lower prices to be offered for their products on any other online retail platform. The Complaint alleges that these agreements affirmatively restrain horizontal price competition between Amazon and competing online retail platforms, including websites through which the third-party sellers and suppliers sell products directly to consumers (which compete directly with Amazon for sales) and other large and small online retailers. The Complaint further alleges that by interfering in free market price competition, these anticompetitive agreements cause harm to competitors, third-party sellers, wholesale suppliers, and consumers. Based on the facts alleged in the Complaint, The People have pleaded claims for violation of the California Cartwright Act and the unlawful and unfair prongs of the Unfair Competition Law (“UCL”).

Amazon has filed a demurrer seeking dismissal of the Complaint with prejudice. In its demurrer, Amazon generally argues that The People’s Cartwright Act and UCL claims fail as a matter of law because the Complaint focusses largely on unilateral conduct, and that to the extent

1 that the Complaint does identify agreements, the conduct described does not have a material
2 anticompetitive effect. The People contend that these arguments fall far short and are presently
3 preparing an opposition to Amazon’s demurrer. The most substantive issues presented to the
4 Court are (1) whether the Complaint pleads sufficient facts to state a claim for violation of the
5 Cartwright Act, and (2) whether the Complaint separately states a claim for violation of the UCL
6 under either the unlawful or unfair prong.

7 **B. Amazon’s Statement.**

8 Amazon provides the following background on this Action to orient the Court as to the
9 issues in dispute, which impact the Parties’ positions on the subsequent portions of this Joint Case
10 Management Statement.

11 Amazon works hard to provide the best possible shopping experience for customers,
12 including a focus on low, competitive prices, broad selection, and fast, reliable shipping. Like any
13 store, Amazon reserves the right not to highlight bad deals,^f and it negotiates with wholesalers to
14 enable lower prices for consumers. The Attorney General challenges these practices, which are
15 common in retail, patently pro-competitive, and beneficial to consumers. The outcome that the
16 Attorney General seeks would hurt both consumers and sellers in Amazon’s store.

17 Amazon operates a retail store in which customers can shop for products sold by
18 independent third-party sellers side-by-side with products sold by Amazon that Amazon sources
19 from wholesalers. In Amazon’s store, there can be multiple offers—often from different sellers—
20 on a single product, and all of those offers are consolidated in one place on the product “detail
21 page.” Amazon therefore evaluates a variety of characteristics—such as price, shipping speed, and
22 seller quality—to try to “feature” or “highlight” the offer that it thinks a customer would pick if she
23 were to evaluate all offers herself. Offers that are not featured are still available for purchase in
24 Amazon’s store through the “All offers display” on the product detail page. Sellers compete to
25 increase their chances of being featured by Amazon by improving their offers (i.e., by providing
26 lower prices, faster shipping speeds, and better customer service).

27 As relevant to the allegations here, Amazon will not feature offers that it knows can be
28 found for a better price at certain competitors’ stores—much like a brick-and-mortar retailer might

1 choose not to feature in an end cap display a product that it knows its competitor is selling for less.
2 This decision is consistent with Amazon’s commitment to low prices, and its goal of maintaining
3 customer trust. Indeed, Amazon would rather feature no offer, than feature a bad offer. The
4 Complaint contends that this facially pro-competitive policy is somehow an antitrust violation. And
5 Plaintiff asks this Court for injunctive relief that, among other things, would *require* Amazon to
6 feature bad deals to its customers.

7 Amazon also seeks to promote low prices by entering into agreements with some suppliers
8 to lower Amazon’s wholesale costs. Those agreements help Amazon set competitive retail prices
9 for, and ensure wide selection of, the products it sells to consumers. Indeed, such agreements are
10 ubiquitous in the retail industry because they promote competition and competitive pricing for
11 consumers.

12 Amazon’s store faces intense competition from a wide array of retailers, a plethora of which
13 are absent from the Complaint’s narrow definition of an online-only claimed relevant market.
14 Contrary to the Complaint’s allegations, consumers regularly swap between online and brick-and-
15 mortar sales channels for different purchases—and even within the journey of a single purchase
16 (i.e., searching for a product in store, paying for it online, and then utilizing curbside pickup).
17 Amazon competes against not only all other online retailers, but against all retailers in every sales
18 channel who offer products similar to those available in Amazon’s store—whether that be clothes,
19 gardening tools, electronics, or groceries.

20 In addition to the legal and factual defects that plague the Complaint, Amazon’s pending
21 demurrer (filed December 5, 2022) explains that the Complaint alleges claims solely under
22 California antitrust laws—which was done to stay out of federal court—but then fails to plead the
23 concerted activity or substantial effect on competition that California law requires.

24 **II. PLEADINGS [CRC 3.750(b)(1)-(b)(3)]**

25 The People filed this Action on September 15, 2022, naming Amazon as the only
26 Defendant. The People effected service on Amazon on September 20, 2022. The People do not
27 anticipate adding additional parties or further pleadings. The People have no present intention to
28

1 amend the Complaint, but reserve all rights to amend as a matter of right or to seek leave to amend
2 from this Court.

3 When The People initiated this Action, they filed a redacted Complaint in light of numerous
4 references to Amazon’s confidential and proprietary business information. Amazon moved to seal
5 portions of the Complaint on October 11, 2022, and The People did not oppose the motion to seal.
6 That motion was denied without prejudice on November 18, 2022. Amazon’s renewed motion to
7 seal was filed in this Department on December 9, 2022.

8 Pursuant to a joint stipulation, on October 6, 2022, Department 610 extended the time for
9 Amazon to respond to the Complaint to December 5, 2022. Amazon demurred to each cause of
10 action in the Complaint on December 5, 2022. Amazon will file additional pleadings to the extent
11 required after the Court’s resolution of the demurrer. If the case proceeds beyond a demurrer,
12 Amazon reserves its rights to file a cross-complaint, and to bring in additional parties.

13 The Action was designated as complex on November 23, 2022, and the initial Case
14 Management Conference, initially set for February 15, 2023, was rescheduled to January 4, 2023.

15 **III. COORDINATION [CRC 3.750(b)(4), (b)(7)]**

16 **A. The People’s Statement.**

17 There are no “related cases” to the present Action as defined in Rule 3.300 of the California
18 Rules of Court, and Amazon does not actually argue otherwise. The cases Amazon does identify
19 in its statement raise distinct legal issues and are not aligned procedurally; three are class actions
20 presenting substantial procedural issues not present in this case, and the other is currently on appeal.
21 Further, Amazon has not to date made, and does not in this statement make, any actual proposal
22 regarding efficient coordination. Rather, it appears Amazon seeks to prohibit The People from
23 proceeding promptly with discovery, including deposition discovery. There is no legal basis to
24 prevent The People from moving this matter forward promptly, and any amorphous requirement
25 certainly would not be efficient nor advance the interests of justice. Accordingly, severance,
26 consolidation, or coordination with other actions is neither desirable nor appropriate. Likewise, it
27 is not necessary to appoint liaison or lead counsel in this Action.
28

1 **B. Amazon’s Statement.**

2 The issue is not whether the related out-of-state cases need to be consolidated for trial or
3 formally related under Rule 3.300. Instead, the question for the Parties in this Statement is
4 “[w]hether . . . coordination with other actions is desirable.” See Rules of Court, rule 3.750(b)(4)
5 (initial case management conference). The answer is quite clearly yes, as Plaintiff’s allegations are
6 very similar to allegations that were raised by the DC Attorney General and subsequently
7 dismissed, as well as allegations currently being litigated by a number of class-action plaintiffs.
8 There is thus an opportunity to preserve judicial, party, and non-party resources through
9 coordination, including with respect to anticipated document discovery and depositions, across the
10 following pending actions which are in similar procedural postures to this Action, involve similar
11 claims, and arise from the same or substantially identical transactions, incidents, or events:

- 12 • *Frame-Wilson et al. v. Amazon.com, Inc.*, No. 2:20-cv-00424-RAJ (W.D. Wa.)
- 13 • *De Coster et al. v. Amazon.com, Inc.*, No. 2:21-cv-00693-RSP (W.D. Wa.)
- 14 • *Brown et al. v. Amazon.com, Inc.*, No. 22-cv-00965-JHC (W.D. Wa.)
- 15 • *Mbadiwe et al. v. Amazon.com, Inc.*, No. 1:22-cv-09542 (S.D.N.Y.)
- 16 • *District of Columbia v. Amazon.com, Inc.*, No. 2021 CA 00175B (D.C. Superior Ct.)¹

17 Indeed, Amazon already has had discussions with the plaintiffs in certain of these cases regarding
18 coordination as the cases proceed to discovery. Such coordination will also expedite, not impede,
19 discovery in this last-to-be-filed case.

20 Amazon intends to provide specific proposals to Plaintiff and the Court as to opportunities
21 for coordination as the litigation progresses and in light of any case schedule agreed to by the Parties
22 or ordered by the Court. Most obviously, and as is common in matters with multiple parallel
23 proceedings, individuals who are relevant to multiple actions should only be deposed once, and
24 third-parties who will be subject to subpoenas for documents or deposition testimony should need
25 to respond only once.

26 _____
27 ¹ In this action filed by the Attorney General for the District of Columbia involving similar claims
28 under D.C. law, the Court granted Amazon’s motion to dismiss on March 18, 2022, and then denied
the District’s request for reconsideration on August 1, 2022. The District’s appeal is currently
pending in the D.C. Court of Appeals.

1 Amazon agrees with Plaintiff that there is no need for severance or consolidation with any
2 other action, and that it is not necessary for the Court to appoint liaison or lead counsel in this
3 action.

4
5 **IV. DISCOVERY AND DISCOVERY SCHEDULE [CRC 3.750(b)(5), (b)(9)-(b)(11),
CRC 3.724(1), (8)]**

6 **A. Joint Statement**

7 The Parties are currently negotiating proposed orders governing the handling of confidential
8 materials, expert discovery and disclosure, and the handling of electronically-stored information,
9 each of which would govern discovery in the Action.

10 The Parties agree that it is not necessary to identify deponents at this time (CRC
11 3.750(b)(9)); that an electronic document depository is not necessary (CRC 3.750(b)(10)); and that
12 it is not necessary to appoint a special master at this time (CRC 3.750 (b)(11)).

13 **B. The People's Statement.**

14 *Discovery by Amazon* – Amazon commenced discovery in this action by serving written
15 document requests on The People on October 4, 2022. The People served their written responses
16 and objections on November 7, 2022. That same date, The People served over 17,000 pages of
17 responsive documents and committed to producing additional responsive documents once a
18 protective order is entered.² Amazon initiated a meet and confer process regarding certain of the
19 responses and objections. As of this writing, the parties have met and conferred twice
20 telephonically, and exchanged correspondence, in an effort to narrow or resolve any differences.
21 During the most recent meet and confer, on December 22, 2022, The People agreed to produce
22 certain additional responsive documents following entry of a protective order, and the Parties
23 agreed to consider various additional issues raised. As such, the meet and confer process is
24 ongoing, and there is presently no dispute ripe for intervention by the Court.

25
26 _____
27 ² Because The People's initial document production included Amazon confidential
28 material, including documents and testimony, The People made this production without awaiting
entry of a protective order. The additional materials The People have agreed to produce include
confidential third-party information, and, as such, The People have agreed to produce such
documents following entry of an appropriate protective order.

1 ***Discovery by The People*** – The People served an initial set of document requests on October
2 28, 2022. Amazon served its written responses and objections on November 29, 2022, but Amazon
3 has not yet produced any documents. Notably, Amazon refused to deem the documents Amazon
4 produced to The People during the investigation as produced in the litigation, instead objecting that
5 the request was, among other things, overly burdensome, agreeing only to meet and confer on the
6 issue. Further, unlike The People, who promptly produced responsive documents that did not
7 contain third-party confidential information, Amazon has refused to produce any documents at all
8 until a protective order is entered. The People initiated a meet and confer process to address these
9 and various other deficiencies in Amazon’s responses and objections. On December 21, 2022, the
10 Parties met and conferred regarding the deficiencies in Amazon’s production, including the refusal
11 to designate any documents produced during the pre-suit investigation as produced in this litigation.
12 Amazon indicated it would further consider its positions in light of the issues discussed and respond
13 when it was able. Accordingly, the meet and confer process regarding The People’s initial
14 document requests is ongoing, and there is presently no dispute ripe for intervention by the Court.

15 ***Discovery Schedule*** – The People have put forward their proposal on fact and expert
16 discovery in Exhibit A. This schedule is more than reasonable, allowing ample time for fact and
17 expert discovery, in advance of any further dispositive motions and trial. Amazon’s proposal to
18 delay entry of any actual schedule for another six months would not facilitate efficient resolution
19 of this case. Amazon itself commenced discovery almost three months ago, within weeks after the
20 Complaint was filed, and there is no reason to delay entry of reasonable pretrial dates at this time.
21 To the contrary, The People assert that the most efficient way to move this case forward is to enter
22 a firm schedule, including dates for fact and expert discovery cut offs, the filing of any dispositive
23 motions, and trial. This schedule will propel the case forward, and the parties can meet and confer
24 regarding any modifications that may become necessary (to lengthen or shorten any of the relevant
25 timeframes) as the case progresses.

26 **C. Amazon’s Statement.**

27 ***Plaintiff’s Pre-Complaint Investigation of Amazon.*** Prior to filing this Action, the
28 Attorney General conducted an investigation into Amazon’s retail business, including regarding

1 areas that are not the subject of the Complaint. Amazon was cooperative and responsive during
2 that investigation, despite the significant expense and disruption imposed on the company's
3 personnel and business activities. In particular, Amazon produced more than 1.7 million documents
4 and 100 *terabytes* of data in response to civil investigative demands. Amazon also provided
5 extensive interrogatory responses, and made available dozens of current and former employees,
6 many of whom are or were senior executives at the company, to testify at investigative depositions.

7 ***Discovery by Amazon.*** On October 4, 2022, just weeks after the Complaint was filed and
8 in an effort to quickly understand the potential scope of third-party discovery, Amazon served its
9 initial set of document requests on Plaintiff. Plaintiff served its written objections and responses
10 on November 7, 2022. For the six weeks thereafter, Plaintiff obstructed Amazon's efforts to obtain
11 this routine discovery, seeking to shield virtually all of its relevant documents from discovery, and
12 agreeing to produce only (i) transcripts of investigative depositions that counsel for Amazon
13 attended, which Plaintiff had previously prohibited Amazon from reviewing³; (ii) documents
14 quoted or cited in the Complaint; and (iii) documents quoted or cited by documents in the prior
15 category. Plaintiff refused to produce, for example, any document adverse to its case.

16 Because Plaintiff maintained its initial position over the course of an extensive meet-and-
17 confer process, Amazon requested on December 16, 2022 that the Court set a discovery conference.
18 It was only then that Plaintiff retreated from its position. During a December 22 teleconference,
19 Plaintiff indicated that it would consider producing additional responsive documents from its
20 investigative file. But even now, Plaintiff is not actually producing anything, because it has refused
21 to agree to a reasonable protective order, and will not commit to any timeline for making a
22 production. Although Amazon remains concerned about the limited scope of documents that
23 Plaintiff appears willing to produce, and the timing for doing so, Amazon agrees that the Parties
24 should continue to meet and confer in light of Plaintiff's newly revised discovery position.

25 ***Discovery by Plaintiff.*** Plaintiff served its initial set of document requests on Amazon on
26 October 28, 2022. Amazon timely served its written responses and objections on November 29,

27 ³ The claimed "17,000 pages of responsive documents" that Plaintiff has produced to date contain
28 only these transcripts, and the exhibits thereto. Plaintiff has yet to produce any other responsive
documents.

1 2022. With respect to each of Plaintiff's document requests, Amazon agreed to produce documents
2 or data, or to meet and confer about the reasonable scope of production of relevant documents.
3 Because each of Plaintiff's requests seeks documents or data that contain Amazon's confidential
4 information, Amazon's production is conditioned on the entry of a protective order. And because
5 the scope of Plaintiff's pre-Complaint investigation was broader than the allegations in this Action,
6 Amazon is working with Plaintiff to determine a subset of documents produced by Amazon during
7 the investigation that are relevant to the claims and defenses in this Action.

8 ***Discovery Schedule.*** It is premature to specify discovery deadlines at this early stage in
9 this complex case. Specifically, although the Parties appear to agree that this Action will involve
10 extensive discovery from non-parties, and despite Amazon's prompt discovery requests to Plaintiff
11 for the relevant information, the scope of such discovery remains unclear. In the three months since
12 Amazon served its discovery requests, Plaintiff has yet to produce non-party documents gathered
13 in the course of its multi-year investigation. Indeed, Plaintiff has not yet even identified which
14 third parties it was in contact with during the investigation. Without this information, Amazon
15 cannot determine whether Plaintiff's proposed discovery schedule is unnecessarily long, thus
16 delaying resolution of this case, or unreasonably compressed, which would necessitate later
17 motions to extend the schedule. In addition, the sweep of the Complaint suggests that a significant
18 third-party discovery effort will be required, which may well include third-parties located both in
19 the U.S. and elsewhere, requiring Hague Convention procedures. Amazon thus proposes that the
20 Court allow the Parties to continue with discovery for approximately six months, at which point
21 the Parties can make a more informed joint proposal to the Court with respect to a reasonable
22 schedule for discovery and other deadlines in this Action. This proposal will not delay resolution
23 of the Action, as the Parties will continue to aggressively pursue discovery during that time. And
24 it will reduce the burden on the Court of hearing subsequent, iterative modifications to an arbitrarily
25 set schedule. If the Court is agreeable to that approach, Amazon proposes the schedule attached
26 hereto as Exhibit B, which proposes a timeline for expert discovery tied to the close of fact
27 discovery.
28

1 Amazon's proposal also attempts to address two flaws with Plaintiff's proposed schedule
2 regarding discovery. First, and as discussed, Plaintiff's proposed schedule does not provide
3 sufficient flexibility for the as-yet-unknown scope of non-party fact discovery. Second, it does not
4 reflect the Parties' discussions to date with respect to the process for expert discovery in this action.
5 Amazon and Plaintiff have discussed whether, given the complexity of the case, there should be
6 modifications to the process typically followed by California courts. Plaintiff has suggested, for
7 example, that the Parties agree to limit the scope of discoverable information with respect to all
8 experts. Amazon has proposed (especially in light of those proposed limitations) that the Parties
9 seek to mirror the expert discovery processes utilized in federal courts by agreeing to serve written
10 expert reports that disclose the expert's opinions and their bases. Plaintiff represented that it does
11 not have a position on the appropriate process for expert disclosure in this case.

12 **V. DISPOSITIVE MOTIONS [CRC 3.750(b)(8), CRC 3.724(2), (5)]**

13 On December 5, 2022, Amazon filed a demurrer to both causes of action in the Complaint.
14 The People will file their opposition by January 20, 2023, under the schedule ordered by the Court.
15 Amazon has until February 6, 2023, to file its reply. A hearing on the demurrer is scheduled for
16 9:00 a.m. on March 7, 2023.

17 The Parties agree that the pretrial schedule should account for the filing of additional
18 dispositive motions, but disagree as to the best approach for setting a pretrial schedule for such
19 motions:

- 20 • **The People's Statement:** The People propose the pretrial schedule attached hereto as
21 Exhibit A, including the deadlines for filing dispositive motions set forth within the
22 proposed schedule. Amazon's proposal, delaying entry of a pretrial schedule for
23 another six months until June 2023, would cause unnecessary delay and would not
24 facilitate efficient progress of this action toward resolution. Indeed, it was Amazon
25 itself that first commenced discovery now some three months ago. There is no reason
26 that discovery deadlines, and other relevant pretrial dates, should not be set now. If
27 there are material changes as discovery unfolds, the parties can meet and confer and
28

1 propose modifications as necessary. But, waiting six months to set any deadlines will
2 only lead to needless delay.

- 3 • **Amazon’s Statement:** In light of the pending demurrer—which may resolve the
4 entirety of the Action—and, as discussed above, Plaintiff’s refusal to engage in the
5 discovery necessary to understand the scope of non-party discovery, Amazon requests
6 that the Court allow the Parties to continue with discovery for approximately six
7 months, at which point the Parties can make a more informed joint proposal to the
8 Court with respect to a reasonable schedule for further dispositive motions and other
9 deadlines in this Action. There is no reason that this approach will delay resolution of
10 the Action; to the contrary, it will help ensure clear and accurate expectations as to the
11 appropriate timeline for litigating this case at the outset and it may result in speeding
12 up (not slowing down) Plaintiff’s proposed timelines. If the Court is agreeable to that
13 approach, Amazon proposes the schedule attached hereto as Exhibit B, which
14 proposes a timeline for dispositive motions tied to the close of expert discovery.
15 Amazon’s proposal with respect to future dispositive motions differs from that offered
16 by Plaintiff because Plaintiff’s proposal would crash summary judgment practice into
17 trial, with little opportunity to conform the structure of the trial to summary judgment
18 rulings or to allow the parties a chance to discuss resolution with the benefit of the
19 Court’s guidance.

20 **VI. SETTLEMENT [CRC 3.750(b)(6), CRC 3.724(6)]**

21 The Parties will remain in contact regarding any prospect for settlement, but are not
22 requesting Court assistance at this time.

23 **VII. OTHER MATTERS [CRC 3.750(b)(12)-(13), CRC 3.724(3), (4), (7)]**

24 The Parties agree that a case-based website and master list of counsel are not necessary in
25 this Action.

1 DATED: December 27, 2022

Respectfully Submitted,

2
3 By: /s/ Anik Banerjee

By: /s/ Heidi K. Hubbard

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EXHIBIT A – THE PEOPLE’S PROPOSED PRETRIAL SCHEDULE

| Event: | Date: |
|---|-------------------|
| Deadline for The People to oppose a demurrer or other pleading motion. | January 20, 2023 |
| Amazon’s deadline to reply to The People’s oppositions to a demurrer or other pleading motion. | February 6, 2023 |
| Hearing on demurrer | March 7, 2023 |
| Deadline to serve written discovery requests or subpoenas for deposition testimony of fact witnesses. | April 5, 2024 |
| Deadline to file discovery motions. | May 10, 2024 |
| Close of fact discovery. | June 7, 2024 |
| Expert discovery begins. | June 10, 2024 |
| Deadline for Parties to issue a demand for expert witness information pursuant to CRC 2034.10. | June 14, 2024 |
| Deadline for Parties to exchange expert witness information in response to a demand made pursuant to CRC 2034.260 and 2034.270. | July 12, 2024 |
| Deadlines for Parties to exchange supplemental expert witness information pursuant to CRC 2034.280. | August 16, 2024 |
| Close of expert discovery. | December 13, 2024 |
| Deadline to move for summary judgement or summary adjudication. | January 10, 2025 |
| Deadline for Parties to meet and confer regarding settlement. | January 31, 2025 |
| Final pretrial conference. | March 17, 2025 |
| Trial begins. | April 14, 2025 |

EXHIBIT B – AMAZON’S PROPOSED PRETRIAL SCHEDULE

| Event: | Date: |
|---|---|
| Deadline for Plaintiff to oppose a demurrer or other pleading motion. | January 20, 2023 |
| Amazon’s deadline to reply to Plaintiff’s oppositions to a demurrer or other pleading motion. | February 6, 2023 |
| Hearing on demurrer or other pleading motion. | March 7, 2023 |
| Deadline for Parties to file a joint status report and stipulation regarding a proposed pretrial schedule. | June 23, 2023 |
| Further case management conference regarding proposed pretrial schedule, if needed. | July 2023 |
| Close of fact discovery. | [TBD] |
| Deadline for Parties to issue a demand for expert witness information pursuant to CRC 2034.10. | 7 days after close of fact discovery |
| Deadline for Parties to exchange expert witness information in response to a demand made pursuant to CRC 2034.260 and 2034.270. | 30 days after 2034.10 demand |
| Plaintiff’s deadline to serve Plaintiff’s Opening Expert Reports. | 14 days after statutory exchange of information |
| Amazon’s deadline to serve Defendant’s Opening Expert Reports. | 60 days after Plaintiff serves opening expert reports |
| Plaintiff’s deadline to serve Rebuttal Expert Reports pursuant. | 60 days after Amazon serves opening expert reports |
| Close of expert discovery. | 30 days after Plaintiff serves reply expert reports |
| Deadline to move for summary judgement or summary adjudication. | 75 days after close of expert discovery |
| Final pretrial conference. | 150 days after deadline to move for summary judgment |
| Trial begins. | 30 days after final pretrial conference |