

1 ROB BONTA (SBN 202668)  
Attorney General of California  
2 PAULA BLIZZARD (SBN 207920)  
Senior Assistant Attorney General  
3 NATALIE S. MANZO (SBN 155655)  
JAMIE L. MILLER (SBN 271452)  
4 Supervising Deputy Attorney General  
MINA NOROOZKHANI (SBN 281552)  
5 ROBERT B. MCNARY (SBN 253745)  
STEPHEN R. SMEREK (SBN 208343)  
6 CATHERINE S. SIMONSEN (SBN 307325)  
Deputy Attorneys General  
7 300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
8 Telephone: (213) 269-6000

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**10/23/2023**  
Clerk of the Court  
BY: WILLIAM TRUPEK  
Deputy Clerk

9 *Attorneys for Plaintiff and Cross-Defendant The  
People of the State of California*

10 Heidi K. Hubbard (*pro hac vice*)  
11 WILLIAMS & CONNOLLY LLP  
680 Maine Ave. SW  
12 Washington, DC 20024  
Tel.: (202) 434-5000

13 Jeffrey M. Davidson (Bar No. 248620)  
14 COVINGTON & BURLING LLP  
415 Mission Street, Suite 5400  
15 San Francisco, CA 94105  
Tel: (415) 591-6000

16 *Attorneys for Defendant and Cross-Complainant*  
17 *Amazon.com, Inc.*

18 *(additional counsel listed below)*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF SAN FRANCISCO**

21 **THE PEOPLE OF THE STATE OF**  
22 **CALIFORNIA,**  
23 **Plaintiff / Cross-Defendant,**  
24 **v.**  
25 **AMAZON.COM, INC.,**  
26 **Defendant / Cross-Complainant.**

**Case No. CGC-22-601826**

**JOINT CASE MANAGEMENT  
STATEMENT**

**REDACTED VERSION**

Date: October 25, 2023

Time: 10:00 AM

Dept.: 304

Judge: Hon. Ethan P. Schulman

Case Filed: September 15, 2022

Trial Date: August 10, 2026

27  
28  
FILED CONDITIONALLY UNDER SEAL--REDACTED VERSION  
Public--Redacts Materials From Conditionally Sealed Record

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JOINT CASE MANAGEMENT STATEMENT**

Pursuant to the Order After August 3, 2023 Case Management Conference entered by the Court on August 3, 2023, counsel for Plaintiff, The People of the State of California (“The People”), and Defendant, Amazon.com, Inc. (“Amazon”) submit this Joint Case Management Statement in the above-captioned action (“Action”). The Parties submit this Joint Statement for the purpose of apprising the Court as to the status of the litigation (Part I), the status of discovery (Part II), the status of coordination (Part III), the compendium of pleadings from other pending antitrust actions against Amazon (Part IV), and the potential for early dispositive motions to resolve claims or issues in the case (Part V), issues that The People seek to address with the Court even though Amazon disagrees that there is any impasse (Part VI); and a proposed date for the next Case Management Conference (Part VII).

**I. STATUS OF LITIGATION**

The People filed the Complaint on September 15, 2022. On December 6, 2022, Amazon filed a demurrer challenging the Complaint. The Court heard oral argument on March 15, 2023 and entered an order overruling Amazon’s demurrer on March 30, 2023.

On May 30, 2023, Amazon filed a Verified Answer to the Complaint, including sixteen affirmative defenses, together with a Cross-Complaint for Declaratory Relief. On July 14, 2023, The People filed a demurrer to Amazon’s Cross-Complaint. On October 5, 2023, the Court entered an order sustaining The People’s demurrer as to the first count and overruling the demurrer as to the remaining eight counts of Amazon’s Cross-Complaint. The People’s answer to the remaining claims asserted in the Cross-Complaint is presently due on November 15, 2023.

The Court held an initial Case Management Conference on January 4, 2023, and Case Management Conferences on May 5, 2023 and August 23, 2023. Following the Case Management Conference on May 5, 2023, the Court adopted the pretrial schedule as proposed by the Parties, including the following milestone dates:

- October 11, 2024      Close of fact discovery
- October 25, 2025      Close of expert discovery
- April 24, 2026        Deadline to file dispositive motions

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

July 17, 2026            Final pretrial conference

August 10, 2026        Trial

Both Parties have commenced fact discovery, including third-party discovery. The status of fact discovery is addressed in Section II.

**II. STATUS OF DISCOVERY**

**A. Discovery Requested by The People**

*Document Requests* – The People have served four sets of requests for production of documents on Amazon: Set 1 (18 requests, served in October 2022), Sets 2 and 3 (15 requests, served in March 2023), and Set 4 (91 requests, served in May 2023). Amazon represents that it has completed production of documents and data in response to Sets 1 through 3, with the exception of 5 requests for which it agreed to produce documents subject to an agreement on custodians and search terms. Amazon has commenced production of documents and data in response to certain Set 4 requests. The People are evaluating the documents and data produced to date in response to Sets 1-4, and the Parties are continuing to meet and confer on various Set 4 requests. Amazon is also continuing to investigate what responsive documents and data may exist in response to certain Set 4 requests, the feasibility of producing such documents and data, and the burden associated with doing so. The Parties continue to meet and confer on these requests.

The Parties have continued to meet and confer regarding custodians and search terms as ordered by the Court; however, the Parties have not yet reached agreement. The Parties’ respective statements regarding custodians are set forth in Section VI below.

On October 5, 2023, The People asked Amazon to prioritize producing documents responsive to the Set 4 requests from a centralized repository that contains internal and external emails related to Amazon’s vendors, and to commit to substantially completing that production by November 30, 2023. The People also seek dates for Amazon to complete its custodial and non-custodial productions of documents and privilege logs. Amazon represents that because its investigation as to outstanding requests is ongoing, and because the Parties are continuing to confer on the custodians and search terms to be used in responding to The People’s requests, Amazon is not presently in a position to estimate a timetable for the substantial completion of documents in

1  
2 response to The People’s requests.<sup>1</sup> Amazon has, and will continue, to make rolling productions  
3 of documents responsive to the requests.

4 **B. Discovery Requested by Amazon**

5 **Document Requests** – Amazon served its first set of requests for production of documents  
6 on The People on October 4, 2022 (31 requests). The People began producing documents  
7 responsive to these requests in March 2023 after the entry of the Stipulated Protective Order and  
8 notification to third parties required thereunder. On September 19, 2023, The People represented  
9 that they had completed their production of documents in response to the first set of requests, with  
10 the exception of documents from one third-party witness who continued to object to production  
11 under the Stipulated Protective Order. After conferring with Amazon, that third-party witness  
12 consented last week to production of his communications, and The People expect to produce the  
13 two documents not previously produced before the Case Management Conference this week.

14 On September 21, 2023, Amazon served a second set of requests for production of  
15 documents (4 requests). The People’s responses and objections to this second set of requests are  
16 currently due on November 6, 2023.

17 **Interrogatories** – Amazon served its first set of form interrogatories on February 17, 2023.  
18 The People served their objections and responses on March 21, 2023. The People subsequently  
19 served supplemental responses on April 17, 2023 and September 29, 2023.

20 On September 21, 2023, Amazon served its first set of special interrogatories and its second  
21 set of form interrogatories on The People. The People’s responses and objections are currently due  
22 November 6, 2023.

23 **Requests for Admission** – Amazon served its first set of requests for admission on  
24 September 21, 2023. The People’s responses and objections are due November 6, 2023.

25  
26  
27 \_\_\_\_\_  
28 <sup>1</sup> As to the centralized repository, Amazon has explained that any uncertainty is a result of  
the fact that the centralized collection of such materials is not supported in the ordinary course,  
that Amazon has engaged outside contractors to assist with the collection, and that the volume of  
documents is unknown when the Parties are continuing to confer on search terms.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**C. Discovery on Third Parties**

The Parties have commenced third-party deposition and document discovery. The People have served six (6) document subpoenas on third parties, and Amazon has served thirty-six (36) document subpoenas. To date, the Parties have completed three (3) third-party depositions, and have identified twenty-five (25) additional depositions to occur later this year and the first quarter of next year. The Parties have continued to provide at least sixty (60) days’ notice of proposed deposition dates when a new third-party deponent is identified, and to confer with third parties regarding scheduling deposition dates to provide sufficient time for the third party to respond to any document subpoena.

**III. COORDINATION**

On July 19, 2023, Amazon proposed a stipulated deposition protocol to The People in an effort to coordinate party and third-party discovery in this case with other pending actions that also include antitrust claims asserted against Amazon arising from alleged anticompetitive agreements between Amazon and its third-party sellers and/or wholesale suppliers. While The People do not believe that any formal stipulation or coordination order is necessary, the Parties have subsequently engaged in multiple meet and confers and exchanged drafts of a proposed coordination order. The Parties have not yet reached agreement, and it remains unclear whether the Parties will be able to agree on a coordination order. If the Parties are unable to reach agreement, Amazon anticipates that it will be necessary to seek the Court’s assistance.

The Parties have not had any discussions regarding any potential coordination with the action recently filed by the Federal Trade Commission and other state attorneys general, *see FTC et al. v. Amazon.com, Inc.*, No. 2:23-cv-1495 (W.D. Wash.) (the “*FTC Action*”), which also involves antitrust claims asserted against Amazon. The Parties expect to confer in the coming weeks and months on whether and to what extent coordination with the *FTC Action* is appropriate, including in light of any pretrial schedule in the *FTC Action*, which has yet to be entered.

**IV. COMPENDIUM OF PLEADINGS FROM OTHER PROCEEDINGS**

As requested by the Court at the last Case Management Conference, the Parties have prepared a joint compendium of pleadings from other antitrust cases currently pending against

1  
2 Amazon. A copy of the index of the compendium is attached as Appendix A. At the upcoming  
3 Case Management Conference, the Parties intend to seek guidance from the Court on the most  
4 helpful format for subsequent updates, as well as any further guidance from the Court on the  
5 contents as set forth in Appendix A. Unless requested by the Court on a more frequent basis, the  
6 Parties propose to provide an updated compendium in conjunction with each subsequent Joint Case  
7 Management Statement.

8 **V. EARLY DISPOSITIVE MOTION PRACTICE**

9 As discussed at the August 3, 2023 Case Management Conference, and as reflected in the  
10 Court’s Order following that Conference, the Parties have met and conferred on the issue of  
11 potential early dispositive motions. The Parties have set forth below their respective positions on  
12 the opportunities for early dispositive motions, and look forward to discussing this issue with the  
13 Court.

14 **A. The People’s Position**

15 ***Stipulations as to Facts and Admissibility*** – As an initial matter, The People believe that  
16 the parties can and should work together to stipulate to those facts which are not in dispute, and the  
17 evidence whose admissibility is not in dispute, and that such effort will streamline any future early  
18 motion practice. This effort would also assist the Court in managing the case by apprising the Court  
19 as to the facts and evidence developed during discovery, where there is agreement, and what facts  
20 and evidence are in dispute, which, in turn, will streamline any dispositive motion.

21 While Amazon disputes that its concerted activity with third-party sellers and wholesale  
22 suppliers impairs competition and leads to higher prices for consumers on and off Amazon, many  
23 material facts are not in dispute. For example, Amazon does not dispute that generally every third-  
24 party seller who sells products on Amazon’s online marketplace enters into a Business Solutions  
25 Agreement (“BSA”) with Amazon. (Defendant Amazon.com, Inc.’s Answer to Plaintiff’s  
26 Complaint (“Answer”) at ¶ 4.) Likewise, Amazon admits that through March 2019, the BSA  
27 included an express “Price Parity” clause. (*Id.*) And, that the BSA expressly incorporates by  
28 reference Amazon “Program Policies,” including the Amazon Standard for Brands, Marketplace  
Fair Pricing Policy, and Seller Code of Conduct. (*Id.* at ¶ 5.)

1  
2 More specifically, The People propose that during fact discovery, the parties should  
3 exchange, and meet and confer as necessary, in an effort to stipulate to (1) as many undisputed facts  
4 as possible and (2) the admissibility of as much evidence as possible. Where the parties are unable  
5 to reach agreement, they should be encouraged to seek guidance from the Court. If the parties still  
6 cannot reach agreement after guidance from the Court, the parties should be encouraged to consider  
7 further requests for admission and interrogatories. The ultimate goal would be the filing of an  
8 agreed-to set of stipulated facts and admissible evidence shortly after the close of fact discovery  
9 that the parties and the Court could utilize to streamline any dispositive motion practice.

10 ***Concerted Activity/Unilateral Action*** – At or before the close of fact discovery, The People  
11 envision filing a motion for summary adjudication that concerted activity is established by the  
12 undisputed facts (including admissions by Amazon) as a matter of law. The People contend that  
13 the undisputed facts will demonstrate that Amazon’s wholesale price parity (minimum margin  
14 agreement) activity with wholesale suppliers is concerted activity under the Cartwright Act.  
15 Similarly, as to retail price parity, The People believe that the undisputed facts concerning  
16 Amazon’s BSA, the Program Policies discussed above, and the “escalating disincentives”  
17 (including Buy Box suppression and search results demotion) that Amazon has imposed to coerce  
18 compliance with price parity collectively show, as a matter of law, that Amazon has gone far  
19 beyond merely announcing a unilateral “competitive price” policy and refusing to deal with third-  
20 party sellers who do not comply. As Amazon itself affirmatively alleges in its Cross-Complaint,  
21 these are policies explicitly incorporated into the BSA which, “[a]s a condition to selling their  
22 products on Amazon, *third-party sellers agree to,*” and “pursuant to which third-party sellers  
23 should operate and *subject to which they may face penalties if they violate the policy.*” (Cross-  
24 Complaint at ¶¶ 21, 107, 64, 72, 94, emphases added; see Order on Amazon’s Demurrer to the  
25 Complaint at p. 14 [“As *Kolling* explained, ‘an illegal combination may be found where a supplier  
26 secures compliance with announced policies in restraint of trade by means which go beyond mere  
27 announcement of policy and the refusal to deal.’ (137 Cal.App.3d at 721.) ‘If, for example, the  
28 supplier takes “affirmative action” to bring about the involuntary acquiescence of its dealers, an  
unlawful combination exists.’ (*Id.*)”].)

1  
2 If The People’s motion for summary adjudication on the issue of concerted activity is  
3 granted, then the “restraints” element of the Cartwright Act claim will be disposed of, and the only  
4 element remaining will be whether the restraints were unreasonable under *In Re Cipro*’s sliding  
5 scale between the per se rule and the full-blown rule of reason. (See *In re Cipro Cases I & II* (2015)  
6 61 Cal.4th 116, 147.)

7 ***Rules, Structure, and Presumptions for Cartwright Analysis*** – In overruling Amazon’s  
8 demurrer, the Court recognized that “[t]he appropriate analytic approach involves a ‘continuum,’  
9 with the ‘circumstances, details, and logic of a particular restraint dictating how the courts that  
10 confront the restraint should analyze it,” and that courts do not apply “an undifferentiated one-size-  
11 fits-all rule of reason,” but rather “may devise rules for offering proof, or even presumptions where  
12 justified.” (Order on Amazon’s Demurrer to the Complaint at p. 9, citing *In re Cipro*, 61 Cal.4th  
13 at p. 147.) After the close of fact discovery, the parties can and should brief and resolve the issue  
14 of the rules and presumptions that apply to the Cartwright Act analysis of Amazon’s retail and  
15 wholesale price parity restraints, potentially including the following issues:

- 16
- 17 • Whether the conduct, in light of all of the evidence, including evidence produced  
18 for the first time in the litigation such as Amazon’s direct communications with  
19 wholesale suppliers and third-party sellers regarding resale prices, is so manifestly  
20 anticompetitive and unreasonable that it falls at or near the per se end of the “sliding  
21 scale”;<sup>2</sup>
  - 22 • Whether the direct evidence of Amazon’s market power and the anticompetitive  
23 effects of its conduct obviates the need for an elaborate market analysis; and
  - 24 • The evidentiary showing required before the unreasonableness of the restraints is  
25 presumed and/or the burden is shifted to Amazon to prove that its conduct was not  
26

---

27 <sup>2</sup> While the Court held in its order overruling Amazon’s demurrer to the Complaint that  
28 “[t]he Court cannot conclude *on the face of the Complaint* that the challenged agreements are *per se* illegal under California law” (p. 10, emphasis added), the Court left open the possibility that The People could “convince [the Court] later in this case that there’s a per se violation here.” (Hearing Tr. (Mar. 15, 2023) at p. 64:16-18.)



1  
2 anticompetitive, and/or that the alleged procompetitive benefits outweigh the  
3 resulting harm to competition.

4 ***Jury Instructions*** – Finally, The People suggest that the Court consider ordering the parties  
5 to meet and confer and present proposed jury instructions after the close of fact discovery. This  
6 could be done in conjunction with, or following, resolution of the appropriate Cartwright Act  
7 framework(s) for analyzing the claims. Again, this exercise would streamline the briefing on  
8 dispositive motions and assist the Court in managing the case.

9 ***Amazon’s “shot gun” proposal would not foster efficient resolution*** – When the parties  
10 met and conferred as ordered by the Court, Amazon did not present any concrete proposal for  
11 specific motions nor timing.

12 Instead, then as here, Amazon has only generally stated that it contemplates filing an  
13 undisclosed number of motions on an undisclosed number of its eight (8) remaining cross-claims  
14 and sixteen (16) affirmative defenses. Then, as here, the only motion Amazon referenced was a  
15 possible motion on its Twelfth Defense for Umbrella Damages. But, such a motion is premature  
16 because the Parties have not completed fact discovery much less expert discovery on damages, so  
17 there is no concrete claim for damages for the Court to evaluate. Moreover, such a limited motion  
18 on a limited issue will not have any meaningful impact on litigation of the case, serving only as a  
19 distraction from the Parties’ efforts to timely complete fact discovery. In short, Amazon’s proposal  
20 does not appear designed to streamline resolution of key issues that will facilitate efficient case  
21 management but, rather, to clear the path for Amazon to file a series of potentially a dozen motions  
22 or more without forewarning and with little likely actual impact but to impede progress of the case.

23 Specifically with regard to Amazon’s proposal to file some undisclosed number of motions  
24 on individual cross-claims, as The People have previously explained, separate early dispositive  
25 motions on policies all incorporated by reference in Amazon’s Business Solutions Agreement with  
26 third-party sellers, and implemented through a series of escalating disincentives, would not lead to  
27 efficient resolution of The People’s claims. First, as the Court recognized in its order on the  
28 demurrer to Amazon’s Cross-Complaint, the “piecemeal determinations” sought by Amazon in the  
Cross-Complaint do not preclude action against Amazon if the same conduct “as a whole” violates

1  
2 the antitrust laws.<sup>3</sup> Thus, separate motions on individual policies would only lead to piecemeal  
3 litigation, introducing differing burdens of proof on Amazon’s affirmative declaratory claims,  
4 without advancing resolution of The People’s claims against Amazon.<sup>4</sup>

5 Further, the potential legal “uncertainty” that Amazon argued, and the Court agreed, would  
6 make it difficult for Amazon to conduct its business, and thereby entitled Amazon to pursue  
7 declaratory judgment, only arises if The People are unsuccessful.<sup>5</sup> Put another way, if The People  
8 meet their burden to prove that Amazon’s conduct, taken as a whole, violates the Cartwright Act  
9 and UCL, then there is no legal uncertainty – Amazon’s conduct would be unlawful. By Amazon’s  
10 own argument then, the potential legal uncertainty only arises if The People are unsuccessful.  
11 As such, Amazon’s proposed approach is not only a piecemeal, shotgun approach likely to impede  
12 efficient resolution of the case, it attempts to frontload issues that may otherwise be resolved  
13 through efficient management of The People’s claims (and never need to be addressed separately).

14 In sum, resolving a seriatim barrage of separate, unplanned dispositive motions about a  
15 dozen or more interrelated cross-claims and/or affirmative defenses would lead to an enormous

---

16 <sup>3</sup> Order Sustaining in Part and Overruling in Part Plaintiff and Cross-Defendant The  
17 People of the State of California’s Demurrer to Amazon.com, Inc.’s Cross-Complaint (“Order on  
Demurrer to Cross-Complaint”), p.10:7-10.

18 <sup>4</sup> Amazon’s “monopoly broth” is a complete non sequitur. First, as has been clear from  
19 the filing of the Complaint, The People’s claims arise directly from Amazon’s unlawful coerced  
20 concerted activity with its third-party sellers and wholesale suppliers; there is no monopoly claim.  
21 Second, the separate policies and conduct relating to third-party sellers that Amazon attempts to  
22 characterize as part of a “monopoly broth” are expressly incorporated by reference in Amazon’s  
23 written agreements with third-party sellers or part of Amazon’s efforts to enforce that single  
24 agreement and its incorporated policies (including the Business Solutions Agreement – Count 8,  
25 the Seller Code of Conduct – Count 2, the Fair Pricing Policy – Count 3, Amazon’s Standards for  
26 Brands Policy – Count 6, Amazon’s practices to determine Featured Offer eligibility – Count 7,  
27 and Amazon’s third-party seller pricing policies – Count 9). Third, the only time the California  
28 Court of Appeal has addressed “monopoly broth” in the context of a Cartwright Act claim was in  
*Fisherman’s Wharf Bay Cruise Corp. v. Superior Court of San Francisco* (2003) 114 Cal.App.4th  
309, where the Court of Appeal *reversed* the trial court’s grant of summary adjudication to the  
defendant on the plaintiff’s exclusive dealing claim, in light of the trial court’s *improper rejection*  
of the plaintiff’s “‘monopoly broth’ theory” based on the defendant’s “overall pattern of illegal,  
anti-competitive conduct.” (*Id.* at p. 336.) The Court of Appeal explained that the trial court had  
erred by “focus[ing] solely on the fixed percentage of the market locked up through *written*  
exclusive dealing agreements, and fail[ing] to acknowledge a substantial body of federal authority  
(which the court expressly deemed controlling on the question), indicating that the existence of an  
exclusive dealing arrangement may be expressed or implied,” and by ignoring “the full panoply  
of [the defendant’s] alleged exclusionary conduct, including both written exclusive dealing  
arrangements, tying agreements and below-cost pricing claims.” (*Id.* at pp. 338-39.)

<sup>5</sup> Order on Demurrer to Cross-Complaint, p.10:12-14.

1  
2 diversion of resources by the Court and the Parties, would not promote efficient management of  
3 the legal issues presented, and would draw the Court’s attention to issues that may never need to  
4 be addressed separately.

5 **B. Amazon’s Position**

6 As Amazon has previously explained, it is committed to finding opportunities for the early  
7 resolution of issues in the case at an appropriate juncture. It is untenable that a case of this character  
8 would wander blindly through discovery and expert discovery without an effort to adjudicate at  
9 least elements of the allegedly anticompetitive conduct in manageable pieces.

10 *Amazon’s Proposed Motions.* Amazon has identified two categories of issues that it expects  
11 will be ripe for adjudication over the course of the next year as the Parties continue with fact  
12 discovery.

13 *First,* Amazon anticipates that there will be an opportunity to resolve the counts in  
14 Amazon’s Cross-Complaint as to lawfulness of specific policies, agreements, and practices at  
15 Amazon.<sup>6</sup> As the Court recently recognized in overruling Plaintiff’s demurrer directed at these  
16 counts, Amazon has alleged an actual controversy as to the lawfulness of its conduct in the context  
17 of Plaintiff’s Complaint, which includes the extent to which Amazon’s conduct violated the  
18 Cartwright Act or the Unfair Competition Law. *See* Oct. 5, 2023 Op. at 8-9. Amazon thus believes  
19 that it is appropriate and efficient to address these issues as soon as there exists a sufficient record  
20 on which the Court can enter judgment. Plaintiff, for its part, remains categorically opposed to  
21 using Amazon’s Cross-Complaint as a vehicle to simplify the case by resolving discrete  
22 indisputable issues. Plaintiff argues above that the conduct underlying the counts in Amazon’s  
23 Cross-Complaint, even if found lawful, could still form the basis of liability for the claims in  
24 Plaintiff’s Complaint. While this is neither the time nor the place to litigate such issues, Amazon  
25 respectfully notes that the “essential elements of an antitrust claim under the Cartwright Act are an

26 \_\_\_\_\_  
27 <sup>6</sup> As set forth in Amazon’s Cross-Complaint, this includes, Amazon’s selling policies and  
28 Seller Code of Conduct (Count 2), Amazon’s Marketplace Fair Pricing Policy (Count 3), Amazon’s  
Guaranteed Minimum Margin Agreements (Count 4), Amazon’s Matching Compensation Program  
(Count 5), Amazon’s Standard for Brands Policy (Count 6), Amazon’s practices to determine  
Featured Offer eligibility (Count 7), Amazon’s Business Solutions Agreement (Count 8), and  
Amazon’s third-party seller pricing policies since March 2019 (Count 9).

1  
2 unlawful agreement, wrongful acts committed pursuant to it, and damages.” (*Ahn v. Stewart Title*  
3 *Guaranty Co.* (2023) 93 Cal.App.5th 168, 179-80). A finding that an agreement alleged to be  
4 unlawful, in fact is lawful, will simplify this case.

5 Amazon recognizes that whether and to what extent each count of its Cross-Complaint is  
6 an appropriate candidate for early resolution, and whether some or all of these counts can be  
7 consolidated into a single motion, will depend on how the record develops. Because Amazon does  
8 not intend to pursue such motions unless there is a meaningful opportunity to narrow issues in the  
9 case, the Parties will avoid the hypothetical “diversion of resources” that Plaintiff envisions. To  
10 the extent it would create efficiencies, Amazon is also open to phasing fact discovery in order to  
11 focus first on the policies, agreements, and practices most amenable to resolution. Given the current  
12 discovery record, however, Amazon believes that it is premature for the Parties or the Court to  
13 attempt to plan for or sequence specific motions.

14 *Second*, Amazon anticipates that there will be an appropriate opportunity to litigate one or  
15 more of Amazon’s affirmative defenses that focus on predominantly legal issues, including that  
16 Plaintiff is not entitled to umbrella damages. Amazon believes that these are appropriate candidates  
17 for early adjudication within the next year.<sup>7</sup>

18 ***Plaintiff’s Proposed Motions.*** The Court asked the parties to confer regarding ways to  
19 prioritize certain issues for early resolution. Plaintiff’s position, as set forth above, fails entirely to  
20 meet this request. Instead, Plaintiff argues at length about certain motions that Plaintiff envisions,  
21 including premature and inappropriate arguments on the merits of those motions. Setting aside the  
22 substance of Plaintiff’s positions, all of which are meritless, Plaintiff’s motions do not present a  
23 viable path to adjudicating this case. While Amazon will respond to any proposed factual  
24 stipulations, this case is not going to be resolved via stipulation. Plaintiff’s discussion of the burden  
25 of proof is merely an effort to resurrect a version of its “per se” claim that the Court already rejected  
26

27  
28 <sup>7</sup> Amazon noted during its conferral with Plaintiff that there may be opportunities to resolve  
other issues in the case during expert discovery by prioritizing expert work as to certain issues.  
Amazon expects that the Parties will continue to confer on this longer-term issue, and notes that it  
is likely premature for discussion at the October 25, 2023 Case Management Conference.

1  
2 on demurrer. And Plaintiff’s proposed motion relating to unilateral conduct appears to be  
3 procedurally improper, as it would at most adjudicate one element of one cause of action.

4 ***Process for Raising Early Motions.*** Amazon intends to utilize the procedure for summary  
5 adjudication pursuant to Section 437c of the Code of Civil Procedure. The applicable laws and  
6 rules provide that such a motion must be served at least 75 days prior to the hearing, which allows  
7 sufficient time for the non-moving party to conduct additional discovery, if any, related to the  
8 motion. Amazon would expect to file motions only when, considering the record as a whole, any  
9 remaining discovery necessary to respond to those motions can be completed within the notice  
10 period. And to the extent additional time was justified to respond to the motion, nothing would  
11 preclude the non-moving party from seeking additional time—either by consent of the Parties or  
12 by leave of the Court—to conduct discovery and file its response. Although Amazon also believes  
13 it is appropriate for the Parties to continue apprising the Court of any anticipated motions in  
14 connection with each Case Management Conference, Amazon does not think it is efficient or  
15 appropriate to impose additional processes for conferral and consent prior to filing early dispositive  
16 motion during discovery.

17 **VI. ISSUES THE PEOPLE SEEK TO ADDRESS WITH THE COURT**

18 **A. Amazon Document Production/Custodians/Search Terms**

19 ***The People’s Statement***

20 1. Amazon Has Refused to Include Eight Custodians Identified by the People

21 As previously reported to the Court, for the last several months, the Parties have been  
22 engaged in a lengthy meet and confer process regarding the custodians Amazon will search for  
23 documents responsive to certain document requests served by The People. Through this process,  
24 The People reduced their initial proposal of 180 custodians down to a total of 54 (as a point of  
25 reference, Amazon agreed to collect documents from 131 custodians in response to the FTC’s Civil  
26 Investigative Demand during the investigation). Amazon has now agreed to all but the following  
27 eight (8) custodians, and the People seek the Court’s guidance on the inclusion of these custodians  
28 in Amazon’s search for and production of relevant, responsive documents:

1. Jeff Bezos\* – Founder, Executive Chairman, and former President and CEO

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. Andrew Jassy – President and CEO
3. Russell Grandinetti\* – SVP, International Consumer; member of “S-Team” which runs the entire company and reports directly to the CEO
4. Neil Lindsay\* – SVP, Amazon Prime and Marketing; member of “S-Team” which runs the entire company and reports directly to the CEO
5. Jamil Ghani\* – VP, Amazon Prime
6. James Dibbo – VP & CFO, North America Consumer; financial responsibility for all of Amazon’s e-commerce businesses in North America; created automated guaranteed minimum margin and Matching Compensation Program mechanisms that led to record profitability in 2018
7. Nicholas Denissen\* – VP, Amazon Marketplace
8. Clare Bodensteiner – Principal Product Manager, Negotiations and Profitability (negotiations with wholesale suppliers including minimum margin agreement and Matching Compensation Program profitability mechanisms)

As a compromise, in exchange for inclusion of these eight disputed custodians, The People have offered to forgo collection from two custodians to which Amazon has already agreed.

These eight individuals have been on The People’s proposed list of custodians since August 28, 2023. In each round of counter-exchanges, Amazon has refused to include them as custodians. The People met and conferred most recently with Amazon about these individuals on October 19, 2023. While Amazon contends that the Parties are not at an impasse, the statement that Amazon intends to present a further “counterproposal” regarding these custodians demonstrates Amazon’s refusal to The People’s “must-have” custodian list after substantial concessions. Moreover, Amazon itself previously sought to raise the issue of custodians with the Court, and The People are concerned that Amazon’s efforts to suggest the Parties are not now at an impasse will only delay progress of discovery (especially where Amazon has expressly stated that it cannot provide any timeline to complete production of responsive documents based, at least in part, on the outstanding custodian issue). The People seek the Court’s guidance on the parties’ dispute and are prepared to answer questions about each of these individuals’ relevance at the CMC.

1  
2 2. Amazon Has Refused to Produce Customer Experience Ambassador Program  
3 Communications with Third-Party Sellers

4 In addition to the custodians addressed above, Amazon has not agreed to collect, review,  
5 and produce communications between Amazon’s “Customer Experience Ambassador” (“CXA”)  
6 program account managers and third-party sellers. As described in a September 2021 internal  
7 Amazon Standards for Brands Program Update, “



16 CXA account managers’ communications with third-party sellers are responsive to  
17 numerous of The People’s Set 4 requests.<sup>8</sup> As alleged in the Complaint, Amazon works with third-  
18 party sellers to improve their “price-competitiveness” not by lowering their prices on Amazon, but  
19 by counseling them to “manage their channels” (i.e., get other retailers to raise their prices, or stop  
20 supplying those retailers with their products). The People believe that the CXA account managers’  
21 communications with third-party sellers enrolled in the program will show just that—that they  
22 “experience” significant price-competitiveness improvements not because they lower their prices  
23 on Amazon, but because, on Amazon’s suggestion, they stop supplying their products to other  
24

25  
26 <sup>8</sup> These include, without limitation, Request No. 71 (communications with third-party  
27 sellers that refer to any competitors to Amazon, including their prices and the selection offered to  
28 them), Request No. 74 (communications with third parties related to channel management),  
Request No. 81 (communications with third-party sellers related to price competitiveness, featured  
offer, and/or the Buy Box), and Request No. 94 (documents relating to the Amazon Standards for  
Brands program, which Amazon concedes in its statement below is “related to” the CXA program).  
Notwithstanding Amazon’s representation, the Parties have conferred on multiple occasions both  
about these specific requests and the CXA Program.

1  
2 retailers, or get other retailers to raise their prices, so that their on-Amazon prices look  
3 “competitive” by comparison.

4 The People have been requesting additional information about the identities of these CXA  
5 account managers since August 4, 2023. Amazon has conceded the relevance of this program by  
6 virtue of having already agreed to designate Jessica Reynolds (CXA Program Manager) as a  
7 custodian. There is no basis for Amazon to refuse to collect the correspondence between CXA  
8 account managers and third-party sellers and produce the responsive emails to The People. The  
9 parties met and conferred about this issue most recently on October 19, 2023. The People seek the  
10 Court’s guidance on the parties’ dispute and are prepared to answer questions about the CXA  
11 program at the CMC.

12 *Amazon’s Statement*

13 *Custodians.* There is no ripe dispute or need for the Court’s intervention, which is  
14 confirmed by the fact that Plaintiff does not (and cannot) represent that the Parties are at an impasse.  
15 Plaintiff began this litigation with more than 1.7 million documents from Amazon totaling more  
16 than 10 million pages that were gathered during Plaintiff’s pre-Complaint investigation.  
17 Nevertheless, Plaintiff served 125 discovery requests and the Parties have been conferring on the  
18 appropriate scope of Amazon’s response to those requests, including the individuals who will be  
19 custodians for the collection of electronically stored information. When, after several meet and  
20 confers, Amazon had offered 27 custodians and Plaintiff was insistent upon its entire requested set  
21 of 180, Amazon understood the parties to be at an impasse and requested an IDC. Since then,  
22 Plaintiff has narrowed its patently unreasonable position of 180 custodians twice. First, it reduced  
23 it to 81 (the 8 mentioned above, plus an additional 46 above and beyond what Amazon had  
24 previously offered). Amazon subsequently revised its proposal to include an additional 20  
25 custodians, for a total of 47, on October 18, 2023. Second, on **October 19**, less than a day after  
26 receiving Amazon’s revised proposal, Plaintiff reduced its list to 53 custodians, and declared for  
27 the first time that the eight remaining custodians not yet agreed to were “non-negotiable.”

28 On this record, Plaintiff’s assertion above that Amazon has “refused to include” the eight  
custodians it has only recently identified as “non-negotiable” is without merit. Up to and including



1  
2 October 18, there were another 46 requested custodians that were suggested to be “non-negotiable”  
3 until Plaintiff has since agreed they are unnecessary. A changed position disclosed for the first  
4 time *two* business days before filing this CMC statement does not make for an impasse, including  
5 because it does not allow Amazon a meaningful opportunity to consider it and respond. Now that  
6 Plaintiff has focused its demand to eight remaining disputed custodians, Amazon is evaluating that  
7 demand, along with the limited information received from Plaintiff as to two of the custodians since  
8 that proposal, and intends to make a counterproposal to Plaintiff prior to the Case Management  
9 Conference. The parties are making progress on their own and do not require the Court’s  
10 intervention. Amazon can update the Court orally on the current status of negotiations at the Case  
11 Management Conference.

12 ***Customer Experience Ambassador Communications.*** Again, there is no ripe dispute  
13 requiring the Court’s involvement. Plaintiff alleges that Amazon has “refused to produce”  
14 communications between third-party sellers and the Amazon employees who are account managers  
15 within Amazon’s “Customer Experience Ambassador” or “CXA” program. That is not true.  
16 Instead, the Parties have been conferring as to the basis, relevance, and burden of Plaintiff’s demand  
17 that Amazon identify and produce these communications from additional custodians, as well as  
18 why Plaintiff’s purported need for such documents is not satisfied by the existing custodians  
19 Amazon has agreed to provide, including the Amazon employee who oversees the CXA program  
20 along with numerous others involved in related activities, including the Amazon Standard for  
21 Brands (“ASB”) policy. As Plaintiff concedes, the Parties last conferred about this issue most  
22 recently on October 19. During that discussion, after Amazon reiterated its concerns with  
23 Plaintiff’s demand and asked for further clarity as to Plaintiff’s position, Plaintiff unilaterally  
24 declared an impasse and stated that it would raise this issue with the Court.

25 On the merits, it goes without saying that Plaintiff bears the burden of justifying any  
26 discovery it seeks. As to this particular demand for communications that were generated as part of  
27 the CXA program, Plaintiff cannot justify its request for such documents under any of the 125  
28 document requests it has served to date (and Plaintiff has not sought to confer on the particular  
requests it identifies above), has not identified any witness who participated in such a program, and

1  
2 cannot point to anything other than Plaintiff’s “belief” that the communications it seeks will be  
3 relevant to issues in the case.

4 **B. Confidentiality Side Agreements**

5 ***The People’s Statement*** – The People understand that Amazon has entered into side  
6 agreements with certain third parties that govern the manner in which documents produced by such  
7 third parties in the litigation will be handled by Amazon. The People have asked Amazon to  
8 disclose these side agreements to evaluate their impact on the litigation, including the terms of the  
9 Stipulated Protective Order entered by the Court governing confidentiality of materials produced  
10 during the litigation. Amazon has refused. The People seek prompt disclosure of any such side  
11 agreements between Amazon and any third party governing the handling of materials produced in  
12 this litigation.

13 ***Amazon’s Position.*** There is no dispute ripe for the Court’s intervention. On October 12,  
14 2023, after exchanging limited correspondence on the issue, prior to any telephonic conferral,  
15 without even attempting to explain the basis for demanding the disclosure of any such agreements,  
16 and notwithstanding Amazon’s representations that there are no agreements limiting the AG’s  
17 access to or use of non-party information, Plaintiff declared an impasse and demanded that this  
18 issue be brought to the Court at the Case Management Conference. On this record, Amazon  
19 disagrees that Plaintiff has negotiated in good faith so as to justify raising this issue with the Court.

20 Even if ripe, Amazon’s use of such agreements is entirely consistent with—and indeed  
21 contemplated by—the January 27, 2023 Protective Order that governs the use of confidential  
22 information in this Action and was extensively negotiated by the Parties before it was entered by  
23 the Court. In negotiating the Protective Order, Plaintiff demanded, and Amazon agreed, to include  
24 a process whereby a Non-Party could object to the disclosure of discovery material to a Requesting  
25 Party (here, Amazon). In the event of a Non-Party objection, the Order (at Paragraphs 27-30) states  
26 that ***Amazon and the Non-Party*** are to confer in an effort to resolve the dispute, and contemplates  
27 that ***Amazon and the Non-Party may reach an agreement*** to resolve the Non-Party’s concerns.  
28 There is nothing in the Order that suggests Plaintiff is to be involved in these discussions, that  
Plaintiff is entitled to any resulting agreement, or that Plaintiff is empowered to approve or reject

1  
2 any such agreement. That makes sense because the Non-Party’s objection is to Amazon’s receipt  
3 of the information. Moreover, there is good reason to understand why Non-Parties may not want  
4 to disclose their unique (and sometimes commercially or otherwise sensitive) privacy interests  
5 beyond what is necessary to resolve their concerns as to Amazon.

6 Plaintiff’s request is also meritless. It goes without saying that each Party has or will reach  
7 agreements with third parties in the course of this Action, including with respect to the timing of  
8 depositions, the individual(s) to be deposed on behalf of a corporate entity, and/or the scope of  
9 documents to be produced in response to a subpoena. But there is no basis to assert that every such  
10 agreement must be disclosed, which would be both burdensome and unnecessary. And that is  
11 especially true here, where Amazon has confirmed that it is not party to any agreement that would  
12 impose any limitation on Plaintiff’s ability to access or use third-party discovery.

13 Moreover, Plaintiff has not explained any legitimate purpose motivating its request.  
14 Plaintiff initially stated disclosure was necessary to “assess the confidentiality protections that  
15 attach to materials *The People* have previously produced in this action.” Now that Amazon has  
16 explained there was no agreement limiting Plaintiff’s access to or use of Non-Party information,  
17 which directly addresses Plaintiff’s initial justification, Plaintiff now claims it needs any  
18 agreements “to evaluate their impact on the litigation.” Plaintiff must be more specific about its  
19 intended use of these agreements. The only “impact” of the agreements Plaintiff seeks is that they  
20 restrict Amazon’s access to and use of discovery material that Plaintiff has (or that will be available  
21 to Plaintiff without restriction). And because Plaintiff has its own separate bilateral  
22 communications with third parties, it would be in a position to share with others the limitations  
23 Amazon has accepted in order to gain access to the discovery otherwise available to Plaintiff.  
24 Plaintiff does not need that information, which would create opportunities for considerable mischief  
25 to frustrate Amazon’s third-party discovery efforts.

26 Finally, Plaintiff’s demand is also procedurally deficient. Plaintiff has yet to cite any  
27 obligation on Amazon to provide the information Plaintiff seeks, much less an obligation to do so  
28

1  
2 on the basis of an informal request. Plaintiff has not, for example, served a valid discovery request  
3 seeking the production of such documents.<sup>9</sup>

4 The meet-and-confer process would, of course, provide an opportunity for the Parties to  
5 better understand and potentially resolve many of the above issues. Plaintiff chose to short-circuit  
6 the conferral process.

7 **VII. SCHEDULE FOR NEXT CASE MANAGEMENT CONFERENCE**

8 The Parties propose that the Court set the next Case Management Conference for January  
9 17, 2024, or as soon thereafter as reasonably practicable.

10 DATED: October 23, 2023

Respectfully Submitted,

11 By: /s/ Stephen R. Smerek  
12 Stephen R. Smerek

By: /s/ Jeffrey M. Davidson  
Jeffrey M. Davidson

13 Rob Bonta (SBN 202668)  
14 Attorney General of California  
15 Paula Blizzard (SBN 207920)  
16 Senior Assistant Attorney General  
17 Natalie S. Manzo (SBN 155655)  
18 Jamie L. Miller (SBN 271452)  
19 Supervising Deputy Attorneys General  
20 Mina Noroozkhani (SBN 281552)  
21 Robert B. McNary (SBN 253745)  
22 Stephen R. Smerek (SBN 208343)  
23 Catherine S. Simonsen (SBN 307325)  
24 Komal Patel (SBN 342765)  
25 Alan D. Romero (SBN 316323)  
26 Lauren J. Pomeroy (SBN 291604)  
27 300 South Spring Street, Suite 1702  
28 Los Angeles, CA 90013  
Tel: (213) 269-6058

*Attorneys for Plaintiff and Cross-Defendant,  
The People of the State of California*

Heidi K. Hubbard (*pro hac vice*)  
Kevin M. Hodges (*pro hac vice*)  
Jonathan B. Pitt (*pro hac vice*)  
Carl R. Metz (*pro hac vice*)  
Carol J. Pruski (Bar No. 275953)  
WILLIAMS & CONNOLLY LLP  
680 Maine Ave. SW  
Washington, DC 20024  
Tel.: (202) 434-5000  
Fax: (202) 434-5029

Jeffrey M. Davidson (Bar No. 248620)  
Cortlin H. Lannin (Bar No. 266488)  
Neema T. Sahni (Bar No. 274240)  
COVINGTON & BURLING LLP  
415 Mission Street, Suite 5400  
San Francisco, CA 94105  
Tel: (415) 591-6000  
Fax: (415) 591-6091

*Attorneys for Defendant and Cross-Claimant,  
Amazon.com, Inc.*

<sup>9</sup> Amazon would, of course, consider the propriety of any such request if served, but questions whether these documents would be relevant to any issue in the case.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPENDIX A**  
**COMPENDIUM OF SELECTED FILINGS**

1 ***Frame-Wilson et al. v. Amazon.com, Inc.,***  
2 No. 2:20-cv-00424-JHC (W.D.Wash.)  
3 Hon. John H. Chun

<b>Docket</b>	<b>Date</b>	<b>Description of Pleading</b>
15	Aug. 3, 2020	First Amended Class Action Complaint
48	Mar. 11, 2022	Order on Amazon's Mot. to Dismiss First Am. Compl.
55	Apr. 11, 2022	Second Amended Class Action Complaint
69	Aug. 29, 2022	Joint Status Report and Discovery Plan
94	Mar. 24, 2023	Order on Amazon's Mot. to Dismiss Second Am. Compl.
103	Apr. 13, 2023	Stipulated Motion re Class Cert. Briefing Schedule
122	May 24, 2023	Amazon's Second Correct Answer to Second Am. Compl.
123	May 26, 2023	Order Granting Stipulated Motion re Discovery
124	Jun. 27, 2023	Order Granting Mot. to Compel Production of Geographic Data
Current Docket Sheet as of October 16, 2023 also included.		

12 ***De Coster, et al. v. Amazon.com, Inc.***  
13 No. 2:21-cv-00693-JHC (W.D. Wash)  
14 Hon. John H. Chun

<b>Docket</b>	<b>Date</b>	<b>Description of Pleading</b>
20	Jul. 21, 2021	Consolidated Amended Complaint
59	Jan. 24, 2023	Order Granting in Part and Denying in Part Mot. to Dismiss
68	Mar. 24, 2023	Amazon's Answer to Consolidated Am. Compl.
88	May 18, 2023	Joint Status Report and Discovery Plan
90	May 18, 2023	Order Granting Stipulated Motion re Discovery
98	Sept. 6, 2023	Order re Stipulated Motion re Class Cert. Briefing Schedule
Current Docket Sheet as of October 16, 2023 also included.		

21 ***District of Columbia v. Amazon.com, Inc..***  
22 No. 2021-CA-001775B (D.C. Super.)  
23 Hon. Hiram Puig-Lugo

<b>Date</b>	<b>Description of Pleading</b>
Sept. 10, 2021	First Amended Complaint
Mar. 8, 2022	Transcript of Argument on Amazon's Motion to Dismiss
Aug. 1, 2022	Order Denying Plaintiff's Motion for Reconsideration
Current Docket Sheet as of October 16, 2023 also included.	

1 ***District of Columbia v. Amazon.com, Inc.***

2 No. 22-cv-0657 (D.C. Ct. App.)

3

Date	Description of Pleading
	Current Docket Sheet as of October 16, 2023 included.

4

5 ***Brown, et al. v. Amazon.com, Inc.***

6 No. 2:21-cv-00965-JHC (W.D. Wash)

Hon. John H. Chun

7

Docket	Date	Description of Pleading
1	Jul. 21, 2021	Class Action Complaint
41	Sept. 7, 2023	Order re Amazon’s Motion to Dismiss
50	Oct. 16, 2023	Joint Status Report and Discovery Plan
Current Docket Sheet as of October 16, 2023 also included.		

8  
9  
10  
11

12 ***Hogan v. Amazon.com, Inc.,***

No. 2:21-cv-00996-JHC (W.D.Wash.)

Hon. John H. Chun

13

Docket	Date	Description of Pleading
23	Feb. 2, 2022	Consolidated Amended Class Action Complaint
41	Apr. 20, 2023	Order Granting Amazon’s Motion to Dismiss
44	Jun. 26, 2023	Second Amended Class Action Complaint
Current Docket Sheet as of October 16, 2023 also included		

14  
15  
16  
17  
18

19 ***Mbadiwe, et al. v. Amazon.com, Inc.***

No. 2:22-cv-09542 (S.D.N.Y.)

Hon. Vernon S. Broderick

20

Docket	Date	Description of Pleading
24	Jan. 20, 2023	First Amended Class Action Complaint
Current Docket Sheet as of October 16, 2023 also included.		

21  
22  
23  
24  
25  
26  
27  
28

1 ***Federal Trade Commission, et al., v. Amazon.com, Inc.,***  
2 No. 2:23-cv-01495-JHC (W.D.Wash.)  
3 Hon. John H. Chun

<b>Docket</b>	<b>Date</b>	<b>Description of Pleading</b>
1	Sept. 26, 2023	Complaint
Current Docket Sheet as of October 16, 2023 also included		

6 ***Hopper v. Amazon.com, Inc., et al.,***  
7 No. 2:23-cv-01523-JHC (W.D.Wash.)  
8 Hon. John H. Chun

<b>Docket</b>	<b>Date</b>	<b>Description of Pleading</b>
7	Oct. 20, 2023	Amended Complaint
Current Docket Sheet as of October 20, 2023 also included		



1 **DECLARATION OF ELECTRONIC SERVICE**

2 Case Name: *The People of the State of California v. Amazon.com, Inc.*

3 Case No. **CGC-22-601826**

4 I declare:

5 I am employed by the law firm of Shartsis Friese LLP. My business address is One Maritime  
6 Plaza, Eighteenth Floor, San Francisco, CA 94111. I am over the age of 18 years and am not a  
7 party to the within-entitled action.

8 On October 23, 2023, I served the following document:

9 **JOINT CASE MANAGEMENT STATEMENT [REDACTED]**

10 on Defendant in this action by transmitting a true copy of the above by electronic mail, from the  
11 email address vkiley@sflaw.com, to Defendant's counsel addressed as follows:

12 *Attorneys for Defendant Amazon.com, Inc.:*

13 COVINGTON & BURLING, LLP  
14 Jeffrey M. Davidson, etc.  
15 Salesforce Tower  
16 415 Mission Street, Suite 5400  
17 San Francisco, CA 94105  
18 Tel.: (415) 591-6000  
19 Email: jdavidson@cov.com  
20 Email: AmazonCA@cov.com

21 WILLIAMS & CONNOLLY LLP  
22 Carl R. Metz, etc.  
23 680 Maine Ave. SW  
24 Washington, DC 20024  
25 Tel.: (202) 434-5000  
26 Email: cmetz@wc.com  
27 Email: Amazon-CAAG@wc.com

28 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed on October 23, 2023 in San Francisco, California.

29 Virginia A. Kiley  
30 Declarant

31   
32 Signature