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

19 THE PEOPLE OF THE STATE OF
20 CALIFORNIA,

21 Plaintiff,


22 v.

23 AMAZON.COM, INC.,

24 Defendant.

FILED
San Francisco County Superior Court

JAN 27 2023

CLERK OF THE COURT
BY:  Deputy Clerk

No. CGC-22-601826

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

Dep't: 304
Judge: Hon. Ethan P. Schulman
Case Filed: September 15, 2022

1 **I. PURPOSES AND LIMITATIONS**

2 1. The Parties anticipate that disclosure and discovery activity in the above-captioned action
3 (“Action”) will involve the production of certain confidential, competitively sensitive, proprietary, or
4 private information for which special protections from public disclosure and from use for any purpose
5 other than prosecuting this Action may be warranted. Accordingly, the Parties hereby stipulate to and
6 petition the Court to enter the following Stipulated Protective Order (“Order”).

7 2. The Parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery, and that the protection it affords from public disclosure and use
9 extends only to the limited information or items that are entitled to confidential treatment under the
10 applicable legal principles.

11 3. The Parties further acknowledge, as set forth in Paragraph 41, below, that this Order does
12 not entitle them to file confidential information under seal unless such filing complies with and is
13 permitted under the applicable Rules of this Court.

14 **II. DEFINITIONS**

15 4. The following definitions shall apply for the purposes of this Order:

16 a. Challenging Party: A Party or Non-Party that challenges the designation of
17 Disclosure or Discovery Material under this Order.

18 b. Competitive Decision Making: Participation in decision-making regarding a
19 firm’s business operations, including the development or implementation of competitive
20 strategies, business plans, and third-party negotiations, except when such participation is for the
21 purpose of rendering legal advice as to litigation or antitrust issues.

22 c. “CONFIDENTIAL” Material: Information or items (regardless of how generated,
23 stored or maintained) or tangible things that qualify for protection under Code of Civil Procedure
24 §§ 2025.420, 2030.090, 2031.060, 2033.080, or California Civil Code § 3426.1(d).

25 d. Counsel: Outside Counsel and In-House Counsel (as well as their respective
26 support staffs).

27 e. Designated In-House Counsel: In-House Counsel designated by a Party in
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1 accordance with Section VI (along with any staff who report to and operate at the direction of
2 such attorneys), who may receive access to “HIGHLY CONFIDENTIAL – ATTORNEYS’
3 EYES ONLY” material.

4 f. Designating Party: A Party or Non-Party that designates Disclosure or Discovery
5 Material in this Action as Protected Material.

6 g. Disclosure or Discovery Material: All documents, items or information,
7 regardless of the medium or manner in which it is generated, stored, or maintained (including,
8 *inter alia*, testimony, transcripts, electronically stored information, and tangible things) that are
9 produced or generated in disclosures or responses to discovery in this Action.

10 h. Expert: A person who has been retained by a Party or its Counsel to serve as an
11 expert witness or as a consultant in the Matter, including such person’s employees and support
12 staff.

13 i. “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material:
14 Information or items that qualify as “CONFIDENTIAL MATERIAL” and are extremely
15 sensitive such that the disclosure of such to another Party or Non-Party would create a
16 substantial risk of serious harm that cannot be avoided by less restrictive means.

17 j. In-House Counsel: Attorneys who are employees of a Party (along with any staff
18 who report to and operate at the direction of such attorneys) and are not Outside Counsel.

19 k. Matter: This Action together with the investigation conducted by the Office of the
20 California Attorney General that culminated in the commencement of this Action.

21 l. Non-Party: Any natural person, partnership, corporation, association, or other
22 legal entity not named as a Party.

23 m. Outside Counsel: Attorneys who are not employees of a Party but are retained to
24 represent or advise a Party in connection with the subject matter of this Action. This shall
25 include the Attorney General of California and all Deputy Attorneys General of California.

26 n. Party: Any entity named as a plaintiff or defendant in this Action, including all of
27 its officers, directors, employees, consultants, retained experts, and Outside Counsel (and their
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1 support staffs).

2 o. Producing Party: A Party or Non-Party that produces Disclosure or Discovery
3 Material in this Action.

4 p. Professional Vendors: Persons or entities that provide litigation support services
5 (for example, photocopying, videotaping, translating, preparing exhibits or demonstrations, and
6 organizing, storing, or retrieving data in any form or medium) and their employees and
7 subcontractors.

8 q. Protected Material: Any Disclosure or Discovery Material that is designated as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material.

10 r. Receiving Party: A Party that receives Disclosure or Discovery Material from a
11 Producing Party.

12 s. Requesting Party: A Party that seeks Disclosure or Discovery Material from
13 another Party or Non-Party in this Action.

14 **III. SCOPE**

15 5. The protections conferred by this Order cover not only Protected Material, but also
16 (a) any information copied or extracted from Protected Material; (b) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (c) any testimony, conversations or presentations by Parties or
18 their Counsel that might reveal Protected Materials.

19 6. The protections conferred by this Order do not cover: (a) any information that is in the
20 public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after
21 its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,
22 including becoming part of the public record through trial or otherwise; or (b) any information known to
23 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a
24 source who obtained the information lawfully and under no obligation of confidentiality to the
25 Designating Party.

26 7. Nothing in this Order shall be construed to limit a Producing Party’s use of its own
27 Protected Material.

1 8. Any use of Protected Material at trial shall be governed by a separate agreement or order.

2 **IV. DESIGNATING PROTECTED MATERIAL**

3 9. Each Party or Non-Party that designates Disclosure or Discovery Material as Protected
4 Material pursuant to this Order must take care to limit any such designation to specific material that
5 qualifies under the applicable legal standards and definitions set forth herein, and to make good-faith
6 designation determinations in accordance with this Order. Unless impractical to do so, the Designating
7 Party must designate for protection only those parts of material, documents, items, or oral or written
8 communications that qualify—so that other portions of the material, documents, items, or
9 communications for which protection is not warranted are not swept unjustifiably within the ambit of
10 this Order.

11 10. Mass, indiscriminate, or routinized designations are prohibited and may be challenged as
12 such. Designations that are shown to be clearly unjustified or that have been made for an improper
13 purpose—for example, to unnecessarily encumber or slow the case development process or to impose
14 unnecessary expenses and burdens on other Parties—expose the Designating Party to sanctions at the
15 discretion of the Court.

16 11. If it comes to a Designating Party's attention that Disclosure or Discovery Material
17 designated as Protected Material is not appropriately designated, the Designating Party must promptly
18 notify all other Parties that it is withdrawing or modifying the designation of such material.

19 12. Unless as otherwise provided in this Order or as otherwise stipulated or ordered,
20 Protected Material must be clearly designated at or before the time at which such material is disclosed or
21 produced. Designation shall occur as follows:

22 a. For hard-copy or electronic documents (but excluding transcripts in this Action)
23 the Designating Party shall affix the legend, "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL—ATTORNEYS' EYES ONLY," to each page that contains Protected
25 Material. If only a portion or portions of the material on a page qualify for such protection, the
26 Designating Party also must clearly identify the protected portion(s)—for example, by making
27 appropriate markings in the margins—and must specify, for each portion, the level of protection
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1 being asserted. In circumstances where original documents or materials are made available for
2 inspection to a Requesting Party, a Designating Party need not designate them for protection
3 until after the Requesting Party has indicated which material it would like copied and produced.
4 During the inspection and before the designation, all of the material made available for
5 inspection shall be deemed “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”
6 After the Requesting Party has identified the documents it wants copied and produced, the
7 Designating Party must determine which documents, or portions thereof, qualify for protection
8 under this Order. Then, before the specified documents are produced, the Designating Party must
9 affix the appropriate legend, “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—
10 ATTORNEYS’ EYES ONLY,” to each page that contains Protected Material. If only a portion
11 or portions of the material on a page qualifies for protection, the Designating Party also must
12 clearly identify the protected portion(s)—for example, by making appropriate markings in the
13 margins—and must specify, for each portion, the level of protection being asserted.

14 b. To the extent that the Designating Party is not the Producing Party, the
15 Designating Party bears the burden of making the designation determinations and affixing any
16 legends or other markings identifying the Protected Material as “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY.” For those documents in a
18 Producing Party’s possession, custody, or control that another Party or Non-Party wishes to
19 designate as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
20 ONLY”, nothing herein shall be construed to preclude such Producing Party from coordinating
21 with such Designating Party to facilitate the process or procedure for affixing any appropriate
22 designation legends or other markings, but the substantive designation determinations shall be
23 the sole responsibility of the Designating Party.

24 c. For testimony given in deposition or in other pretrial proceedings in this Action, a
25 Designating Party may invoke either (i) on the record at any time during the proceeding; or (ii)
26 in the case of a deposition, in writing no later than seven (7) days following the proceeding, a
27 right to have up to twenty-eight (28) days after receiving the final, unverified transcript to
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1 identify the specific portions of the testimony as to which protection is sought and the level of
2 protection being asserted if there is a good faith basis to invoke such right. If a Designating Party
3 invokes such right, in the interim time period, the entire transcript shall be treated as “HIGHLY
4 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” pursuant to the terms of this Order. Only
5 those portions of the testimony that are appropriately designated for protection within the
6 twenty-eight (28) day period shall be covered by the provisions of this Order.

7 d. For testimony given in investigational hearings or other proceedings held in this
8 Matter but prior to the date of this Order, a Party shall have sixty (60) days after receiving the
9 transcript or thirty (30) days after the entry of this Order, whichever is later, and a Non-Party
10 shall have sixty (60) days after receiving the transcript or thirty (30) days after the entry of this
11 Order, whichever is later, to designate the specific portions of the testimony as to which a
12 protection is sought and the level of protection being asserted; in the interim time period, the
13 entire transcript shall be treated as “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
14 ONLY” pursuant to the terms of this Order. Only those portions of the testimony that are
15 appropriately designated for protection within this period shall be covered by the provisions of
16 this Order.

17 e. Transcripts of testimony given in investigational hearings, deposition or other
18 proceedings in this Matter containing Protected Material that are produced in this Action shall
19 have an obvious legend on the title page indicating that the transcript contains Protected
20 Material, and the title page shall be followed by a list of all pages (including line numbers as
21 appropriate) that have been designated as Protected Material, along with the level of protection
22 being asserted by the Designating Party. Prior to the expiration of the applicable period for
23 designation, a transcript shall be treated as if it had been designated “HIGHLY
24 CONFIDENTIAL—ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed.
25 After the expiration of that period, the transcript shall be treated only as actually designated.

26 f. For electronic files or information contained in native electronic format not
27 reasonably amenable to the procedures set forth in Paragraph 12(a), the Designating Party shall
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1 append to the file names the legend, "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—
2 ATTORNEYS' EYES ONLY," or by any other reasonable method for appropriately designating
3 such files as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES
4 ONLY," including by making such designations in reasonably accessible metadata associated
5 with the files.

6 g. For information provided in some other form—for example, tangible items—the
7 Designating Party shall affix in a prominent place on the exterior of the container or containers in
8 which the item is stored the legend, "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL—
9 ATTORNEYS' EYES ONLY." If only a portion or portions of the information or item warrant
10 protection, the Designating Party, to the extent practicable, shall identify the protected portion(s)
11 and specify the level of protection being asserted.

12 13. If a Producing Party or Designating Party identifies a document or transcript (or a portion
13 thereof) as "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY," to the extent such material is
14 produced, the Producing Party shall produce a version of said document or transcript wherein the
15 "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" Material is redacted.

16 14. If timely corrected, an inadvertent failure to designate Protected Material does not, alone,
17 waive the Designating Party's right to secure protection under this Order for such material. Upon timely
18 correction of a designation, the Receiving Party must make reasonable efforts to ensure that the material
19 is treated in accordance with the provisions of this Order.

20 **V. CHALLENGING THE DESIGNATION OF PROTECTED MATERIAL**

21 15. Timing of Challenges. Any Party or Non-Party may challenge a designation of
22 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or
24 a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
25 confidentiality designation by electing not to mount a challenge promptly after the original designation
26 is disclosed.

27 16. Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
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1 providing written notice of the designations it is challenging and generally describing the basis for the
2 challenges. To avoid ambiguity as to whether a challenge has been made, the written notice must recite
3 that the challenge to confidentiality is being made in accordance with this specific paragraph of the
4 Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the
5 process by conferring directly (in voice to voice dialogue; other forms of communication are not
6 sufficient) within ten (10) days of the date of service of notice. In conferring, the Challenging Party
7 must explain the basis for its belief that the confidentiality designation was not proper and must give the
8 Designating Party an opportunity to review the designated material, to reconsider the circumstances,
9 and, if no change in designation is offered, to explain the basis for the chosen designation. A
10 Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this
11 meet and confer process first or establishes that the Designating Party is unwilling to participate in the
12 meet and confer process in a timely manner.

13 17. Judicial Intervention. If the Challenging Party and the Designating Party cannot resolve a
14 challenge without court intervention through the procedure set forth above, they must hold an informal
15 in-person conference with the Court. If the Parties still cannot resolve the challenge, the Designating
16 Party shall file and serve a motion to retain confidentiality within ten (10) days of the informal in-person
17 conference. Each such motion must be accompanied by a competent declaration affirming that the
18 movant has complied with the meet and confer requirements imposed in the preceding paragraph.
19 Failure by the Designating Party to timely make such a motion shall automatically waive the
20 confidentiality designation for each challenged designation. In addition, the Challenging Party may file
21 a motion challenging a confidentiality designation at any time if there is good cause for doing so,
22 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion
23 brought pursuant to this provision must be accompanied by a competent declaration affirming that the
24 movant has complied with the meet and confer requirements imposed by the preceding paragraph. The
25 burden of persuasion in any such challenge proceeding shall be on the Designating Party. The Court
26 recommends that the Parties obtain a court reporter for the hearing on this motion. Frivolous challenges,
27 and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
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1 other parties) may expose the Challenging Party to sanctions. The party losing any motion concerning
2 the confidentiality of materials will pay the successful party's attorneys' fees incurred in the making of
3 or opposing the motion if the losing position was not substantially justified. Unless the Designating
4 Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as
5 described above, all parties shall continue to afford the material in question the level of protection to
6 which it is entitled under the Producing Party's designation until the court rules on the challenge.

7 VI. ACCESS TO AND USE OF PROTECTED MATERIAL

8 18. Basic Principles. A Receiving Party may use Protected Material that is disclosed or
9 produced by another Party or by a Non-Party in this Action only for prosecuting, defending, or
10 attempting to settle this Action. Such Protected Material may be disclosed only to the categories of
11 persons and under the conditions described in this Order. Protected Material must be stored and
12 maintained by a Receiving Party at a location and in a manner that ensures that access is limited to the
13 persons authorized under this Order.

14 19. Disclosure of "CONFIDENTIAL" Material. Unless otherwise ordered by the Court or
15 permitted in writing by the Designating Party, a Receiving Party may disclose any information or item
16 designated as "CONFIDENTIAL" Material only to the following:

17 a. The Receiving Party's Outside Counsel, as well as employees, independent
18 contractors, and professional vendors of said Outside Counsel to whom the disclosure is
19 reasonably necessary for the purpose of prosecuting, defending, or attempting to settle this
20 Action.

21 b. The officers, directors, and employees (including In-House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for the purpose of prosecuting,
23 defending, or attempting to settle this Action and who have signed the attached
24 "Acknowledgment and Agreement to Be Bound" ("Exhibit A").

25 c. Experts of the Receiving Party to whom disclosure is reasonably necessary for the
26 purpose of prosecuting, defending, or attempting to settle this Action and who have signed
27 Exhibit A.

1 d. Professional jury or trial consultants and professional vendors of the Receiving
2 Party to whom disclosure is reasonably necessary for the purpose of prosecuting, defending, or
3 settling this Action and who have signed Exhibit A.

4 e. The Court and its personnel, and any appellate court or other court (and their
5 personnel) before which the Parties appear in this Action.

6 f. Court reporters, videographers, and their staff.

7 g. Mediators or settlement officers, and their supporting personnel, mutually agreed
8 upon by the Parties for the purpose of engaging in settlement discussions.

9 h. The author, recipient, or custodian of a document containing the information or a
10 person who otherwise possessed or knew the information.

11 i. During their deposition, witnesses who have signed Exhibit A and to whom the
12 disclosure is reasonably necessary for the purpose of prosecuting or defending this Action, unless
13 otherwise agreed by the Designating Party or ordered by the Court.

14 j. Any other person as to whom the Designating Party has consented to disclosure.

15 20. Disclosure of "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" Material.

16 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated as "HIGHLY CONFIDENTIAL—
18 ATTORNEYS' EYES ONLY" only to:

19 a. Those individuals identified in Paragraphs 19(a) and (c)-(h).

20 b. The following Designated In-House Counsel for whom Amazon certifies are not
21 involved in any Competitive Decision-Making, and for whom it is not reasonably foreseeable
22 they will become involved in any Competitive Decision-Making: (i) Nate Sutton, Associate
23 General Counsel, Litigation & Regulatory; (ii) Bryson Bachman, Associate General Counsel,
24 Litigation & Regulatory; (iii) Cristina Fernandez, Corporate Counsel, Litigation & Regulatory;
25 and (iv) Aaron Ross, Corporate Counsel, Litigation & Regulatory.

26 c. Additional Designated In-House Counsel of any Receiving Party (i) who have no
27 involvement in Competitive Decision-Making; (ii) to whom disclosure is reasonably necessary
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1 for the purpose of prosecuting, defending, or attempting to settle this Matter; (iii) who have been
2 disclosed pursuant to Paragraph 21; (iv) who are not subject to an objection by a Designating
3 Party pursuant to Paragraph 21, unless the Court overrules such objection; and (v) who have
4 signed Exhibit A.

5 d. During their depositions, any witness who (i) is the Designating Party, current
6 employee of the Designating Party, a former employee of the Designating Party who was
7 employed by the Designating Party when the “HIGHLY CONFIDENTIAL—ATTORNEYS’
8 EYES ONLY” material was created, or otherwise had access to such material separate and apart
9 from the witness’ involvement in this Matter; (ii) who has signed Exhibit A; and (iii) to whom
10 the disclosure is reasonably necessary for the purpose of prosecuting or defending this Action,
11 unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
13 bound by the court reporter and may not be disclosed to anyone except as permitted under this
14 Order.

15 e. Any other person as to whom the Designating Party has consented to disclosure.

16 21. Procedure for Disclosing “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
17 Material to Additional Designated In-House Counsel of the Receiving Party. Unless otherwise agreed to
18 in writing by the Designating Party or otherwise ordered by the Court, the following must occur before
19 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material can be disclosed to any
20 Designated In-House Counsel of the Receiving Party other than those individuals identified in Paragraph
21 20(b):

22 a. The Receiving Party shall notify the Designating Party of (i) the name(s) of the
23 Designated In-House Counsel to receive the “HIGHLY CONFIDENTIAL—ATTORNEYS’
24 EYES ONLY ” Material; (ii) the title and a general description of the responsibilities of those
25 Designated In-House Counsel; and (iii) a certification that (x) the Designated In-House Counsel
26 are not involved in any Competitive Decision-Making; and (y) it is not reasonably foreseeable
27 that the Designated In-House Counsel will become involved in any Competitive Decision-

1 Making. Any Designated In-House Counsel who receives “HIGHLY CONFIDENTIAL—
2 ATTORNEYS’ EYES ONLY” Material under this Paragraph 21 shall be prohibited from
3 engaging in any Competitive Decision Making relating to such Material, including taking on any
4 new role that would require Competitive Decision-Making relating to such Material, for two
5 years after (i) Amazon provides written notice that the Designated In-House Counsel no longer
6 has access to such Material; or (ii) final termination of the Action, including any appeals,
7 whichever is earlier.

8 b. If the Designating Party fails to object within twenty-one (21) days, the Receiving
9 Party may disclose “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material to
10 the Designated In-House Counsel identified to the Designating Party.

11 c. If the Designating Party objects, it must do so in writing and set forth in detail the
12 grounds on which the objection is based. Upon a written request by the Receiving Party, the
13 Receiving Party and the Designating Party must meet and confer on the objection to try and
14 resolve the matter. Except by agreement of both the Receiving Party and the Designating Party,
15 such meet and confer should be conducted promptly, and, in any event, within no later than ten
16 (10) days of the written request from the Receiving Party. If the Receiving Party and the
17 Designating Party are unable to reach a resolution, then either party may seek any appropriate
18 order following the applicable procedures for such requests from the Court permitting or
19 preventing the disclosure of the “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
20 Material to the Designated In-House Counsel.

21 **VII. NON-PARTY PROTECTED MATERIAL**

22 22. The procedures outlined in this Order were negotiated by the Parties, and the Parties
23 represent that no Non-Party has been involved in negotiating or filing this Order.

24 23. This Order is designed and intended to protect the interests of the Parties, as well as any
25 Non-Party that participates in discovery in this Action. Nothing in this Order shall be construed to
26 preclude any Non-Party from seeking further protections or alternative procedures from this Court in
27 connection with disclosure of such Non-Party’s Protected Material.

1 24. Upon the entry of this Order by the Court, Plaintiff and Defendant shall each provide a
2 copy of the Order to any Non-Party who provided materials to that Party in the investigation conducted
3 by the Office of the California Attorney General that culminated in the commencement of this Action.

4 25. To the extent a Non-Party agrees to produce or is ordered to produce Protected Material
5 in connection with this Action, the Non-Party shall be protected by the remedies and relief available
6 under this Order.

7 26. In the event that a Producing Party is required, by a valid discovery request or Court
8 order, to produce Discovery or Disclosure Material from a Non-Party in the Producing Party's
9 possession, and the Producing Party is subject to a statutory obligation or an agreement with the Non-
10 Party to maintain such information confidentially, then the Producing Party shall promptly, but in any
11 event no later than seven (7) days after receiving a discovery request or court order: (a) notify in writing
12 the Requesting Party and the Non-Party that some or all of the information requested is subject to a
13 statutory obligation or an agreement between the Producing Party and the Non-Party to maintain the
14 information confidentially; (b) provide the Non-Party with a copy of this Order, the relevant discovery
15 request(s) or court order.

16 27. Upon receiving notice of a Requesting Party's request to produce Disclosure or
17 Discovery Material pursuant to Paragraph 26, the Non-Party shall have twenty-one (21) days to inspect
18 such Disclosure or Discovery Material and either (a) consent to the disclosure of the requested material
19 subject to designations that the Non-Party may make in accordance with the procedures set forth in
20 Section IV; or (b) notify the Requesting Party, in writing, that the Non-Party objects to disclosure of the
21 requested material.

22 28. If the Non-Party fails to timely object pursuant to Paragraph 27, the Producing Party may
23 produce the Non-Party's Disclosure or Discovery Material responsive to the discovery request or
24 required by Court order.

25 29. If the Non-Party timely objects to disclosure pursuant to Paragraph 27, the Non-Party
26 shall have twenty-one (21) days to meet and confer in good faith with the Requesting Party to resolve
27 their dispute. If no agreement is reached between the Non-Party and Requesting Party during this
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1 twenty-one (21)-day period, either the Requesting Party or Non-Party may file an appropriate motion or
2 application with the Court regarding such objection.

3 30. In the absence of an agreement between the Requesting Party and the Non-Party, or an
4 order from the Court on the motion or application contemplated by Paragraph 29, the Producing Party
5 shall not produce any of the Disclosure or Discovery Material contemplated by Paragraph 26.

6 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED.**

7 31. If a Receiving Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any Protected Material, the Receiving Party must: (a) promptly notify in
9 writing the Designating Party, including with that writing a copy of the subpoena or court order;
10 (b) promptly notify in writing the Party or Non-Party who caused the subpoena or order to issue in the
11 other litigation that some or all of the material covered by the subpoena or order is subject to this Order,
12 including with that writing a copy of this Order; and (c) cooperate with respect to all reasonable
13 procedures pursued by the Designating Party whose Protected Material may be affected.

14 32. If the Designating Party timely seeks a protective order in the other litigation, the Party or
15 Non-Party served with the subpoena or court order shall not produce any information designated in this
16 Action as Protected Material before a determination by the Court from which the subpoena or order
17 issued, unless the Party or Non-Party has obtained the Designating Party's permission. The Designating
18 Party shall bear the burden and expense of seeking protection in that Court of its Protected Material, and
19 nothing in these provisions shall be construed as authorizing or encouraging a Receiving Party in this
20 Action to disobey a lawful directive from another court of competent jurisdiction.

21 **IX. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 33. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
23 Material to any person or in any circumstance not authorized under this Order, the Receiving Party must
24 immediately (a) notify in writing the Designating Party of the unauthorized disclosure; (b) use its best
25 efforts to retrieve or ensure the destruction of all unauthorized copies of the Protected Material;
26 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this
27 Order; and (d) obtain a signed Exhibit A from such person or persons.

1 **X. DURATION AND FINAL DISPOSITION**

2 34. This Order shall continue in effect until at least the final disposition of this Action unless
3 it is withdrawn, overruled, or modified by Court order.

4 35. For the purposes of this Order, final disposition shall be the later of (a) dismissal of all
5 claims and defenses in this Action, with or without prejudice, pursuant to a settlement agreement; and
6 (b) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials,
7 or reviews of this Action, including the time for filing any motions or applications for extension of time
8 pursuant to applicable law.

9 36. Within sixty (60) days of the final disposition of this Action, and unless modified by
10 agreement of the Receiving Party and Producing Party, each Receiving Party must return all Protected
11 Material to the Producing Party or destroy such Protected Material. The Receiving Party must also
12 certify to the Producing Party that it has returned or destroyed all Protected Material by the sixty (60)
13 day deadline. For the purposes of this paragraph “all Protected Material” includes all copies, abstracts,
14 compilations, summaries, and any other format reproducing or capturing any of the Protected Material.
15 Notwithstanding this provision, Counsel are entitled to retain archival copies of all pleadings, motion
16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial
17 exhibits, expert reports, attorney work product, and expert work product, even if such materials contain
18 Protected Material. Any such archival copies that contain or constitute Protected Material remain
19 subject to the confidentiality obligations imposed by this Order.

20 37. Even after the final disposition of this Action, the confidentiality obligations imposed by
21 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
22 otherwise directs.

23 **XI. MISCELLANEOUS**

24 38. Jurisdiction. Any individual or entity who discloses or receives Protected Material
25 pursuant to the terms of the Order agrees to be subject to the jurisdiction of this Court for the purpose of
26 any proceedings related to the performance under, compliance with, or violation of this Order.

27 39. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
28

1 modification by the Court in the future.

2 40. Right to Assert Other Objections. By stipulating to the entry of this Order, neither Party
3 waives any right it otherwise would have to object to disclosing or producing any information or item on
4 any ground not addressed in this Order, including on account of a legal privilege or other protection.
5 Similarly, neither Party waives any right to object on any ground to use in evidence any of the material
6 covered by this Order.

7 41. Filing Protected Material. In the event that a Party expects to file Protected Material with
8 the Court, that Party shall conditionally lodge the Protected Material under seal pursuant to Rule of
9 Court 2.551 and notify the Designating Party and/or Producing Party that the Protected Material has
10 been lodged with the Court. A Party or Non-Party moving to seal any Protected Material must timely
11 comply with the procedures in Rules of Court 2.550 and 2.551.

12
13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

14 DATED: January 26, 2023

Respectfully Submitted,

15 By: /s/ Anik Banerjee

By: /s/ Carol J. Pruski

/s/ Jeffrey M. Davidson

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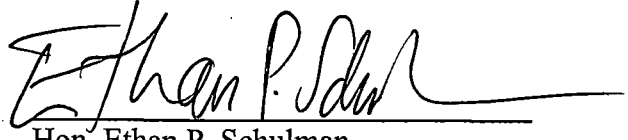
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[PROPOSED] ORDER

Pursuant to the above stipulation, IT IS SO ORDERED

DATED:

Jan. 27, 2023



Hon. Ethan P. Schulman
Judge of the Superior Court

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the Superior Court of the State of California, County of San Francisco, on _____ [date] in the case of *The People of the State of California v. Amazon.com, Inc.*, Case No. CGC-22-601826. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply exposes me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not misuse or disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the Superior Court of the State of California, County of San Francisco, for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after the termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____