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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

SEAN WILSON, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

HUUUGE, INC., a Delaware corporation,

Defendant.

No. 18-cv-05276-RSL

**STIPULATION AND ORDER RE
AGREED RIDER TO PROTECTIVE
ORDER REGARDING THE USE AND
DISCLOSURE OF DISCOVERY
PRODUCED BY NONPARTY
AMAZON.COM, INC.**

STIPULATION AND ORDER
Case No. 18-cv-05276 - 1

TOUSLEY BRAIN STEPHENS PLLC
1700 Seventh Avenue, Suite 2200
Seattle, Washington 98101-4416
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1 This agreement is entered into between nonparty Amazon.com, Inc. (“Amazon”) and
2 Plaintiff Sean Wilson (“Plaintiff”), the named plaintiff in *Wilson v. Huuuge*, No. 18-cv-05276-
3 RSL, (the “Action”). Plaintiff and Amazon anticipate that Amazon will produce documents in
4 this action that contain sensitive consumer information that is necessary to provide notice of the
5 Class Action Settlement Agreement to members of the Settlement Class because Defendants do
6 not possess this information.

7 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good
8 cause for the following Agreed Rider To Protective Order Regarding The Use And
9 Disclosure Of Discovery Produced By Nonparty Amazon.com, Inc. (“Rider”).

10 **PURPOSES AND LIMITATIONS**

11 Amazon Protected Material designated under the terms of this Rider shall be used by the
12 Class Action Administrator and Parties solely for the purpose of providing notice to and
13 verifying and paying the recovery amount owed to each member of the Settlement Class.
14 Amazon Protected Material shall not be used directly or indirectly for any other purpose
15 whatsoever.

16 No Amazon Protected Material provided by Amazon to the Class Action Administrator
17 under the terms of this Rider may be shared with any of the Parties, unless specifically
18 authorized by this Rider.

19 It is the intention of Amazon and the Plaintiff that this Rider will protect all materials
20 produced by Amazon in the Actions unless otherwise specified.

21 **DEFINITIONS**

22 “Class Action Administrator” means Angeion Group, acting as class action administrator
23 to effect the Class Action Settlement Agreement entered.

24 “Class Action Settlement Agreement” means the document filed at ECF No. 99-1 in the
25 Action.

1 “Outside Counsel” means (i) outside counsel who appear on the pleadings as counsel for
2 a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably necessary
3 to disclose the information for this litigation.

4 “Amazon Protected Material” means any discovery produced by Amazon in the Actions.

5 “Settlement Class” has the meaning provided in the Class Action Settlement Agreement.

6 “Protective Order” means the Western District of Washington’s Model Stipulated
7 Protective Order that the Parties hereby adopt for class action settlement only.

8 **COMPUTATION OF TIME**

9 The computation of any period of time prescribed or allowed by this Order shall
10 be governed by the provisions for computing time set forth in Federal Rule of Civil Procedure 6.

11 **SCOPE**

12 The protections conferred by this Rider cover not only the Amazon Protected Material
13 governed by this Rider as addressed herein, but also any information copied or extracted
14 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
15 conversations, or presentations by Plaintiff or his counsel in court or in other settings that might
16 reveal Amazon Protected Material.

17 Nothing in this Rider shall prevent or restrict Amazon’s own disclosure or use of its own
18 Amazon Protected Material for any purpose, and nothing in this Rider shall preclude Amazon
19 from showing its Amazon Protected Material to an individual who prepared the Amazon
20 Protected Material.

21 **DURATION**

22 Even after the termination of this case, the confidentiality obligations imposed by this
23 Order shall remain in effect until a Producing Party agrees otherwise in writing or a court order
24 otherwise directs, subject to the Final Disposition clause herein.

25 **ACCESS TO AMAZON PROTECTED MATERIAL**

26 **Basic Principles.** All Amazon Protected Material shall be used solely for the purpose of
27 providing notice to and verifying and paying the recovery amount owed to members of the

1 Settlement Class, and not for any other purpose whatsoever, including without limitation any
2 other litigation, patent prosecution or acquisition, patent reexamination or reissue proceedings, or
3 any business or competitive purpose or function. Amazon Protected Material shall not be
4 provided, distributed, disclosed, or made available to anyone except as expressly provided in this
5 Rider.

6 Secure Storage, No Export. Amazon Protected Material must be stored and maintained by
7 a Receiving Party at a location in the United States and in a secure manner that ensures that
8 access is limited to the persons authorized under this Rider. To ensure compliance with
9 applicable United States Export Administration Regulations, Amazon Protected Material may
10 not be exported outside the United States or released to any foreign national (even if within the
11 United States).

12 Legal Advice Based on Amazon Protected Material. Nothing in this Rider shall be
13 construed to prevent counsel from advising their clients with respect to this case based in whole
14 or in part upon Amazon Protected Materials, provided counsel does not disclose the Amazon
15 Protected Material itself except as provided in this Rider.

16 Limitations. Nothing in this Rider shall restrict in any way Amazon's use or disclosure
17 of its own Amazon Protected Material.

18 Designation. For the avoidance of doubt, in all circumstances not specifically addressed
19 by this Rider, all Amazon Protected Material shall be treated as if designated
20 "CONFIDENTIAL" under the Protective Order regardless of whether the Amazon Protected
21 Material has been stamped or marked in accordance with that Order.

22 **USE OF PROTECTED MATERIAL**

23 It is Amazon's and the Parties' intention that Amazon will produce Amazon Protected
24 Materials directly to the Class Action Administrator, with no production to any of the Parties.

25 Unless otherwise ordered by the Court or authorized through the prior written consent of
26 Amazon, the Class Action Administrator may disclose Amazon Protected Materials only to those
27 members of the Class Action Administrator's staff, or to any copying, clerical or other support

1 services working at the direction of the Class Action Administrator, to whom disclosure is
2 reasonably necessary in order to provide notice to and/or to verify and pay the recovery amount
3 owed to members of the Settlement Class, provided that each such person to whom disclosure is
4 made must first agree to be bound by the provisions of this Rider by signing a copy of Exhibit A.

5 Nothing in the foregoing paragraph is intended to restrict the Class Action Administrator
6 from disclosing to a member of the Settlement Class any Amazon Protected Material that
7 specifically relates to that individual.

8 Certain Members of the Settlement Class: As a limited exception and subject to this
9 Rider, as of the date of production, the Class Action Administrator may furnish to Counsel for
10 Plaintiff the contact information for and Lifetime Spending Amount associated with each
11 Settlement Class Member who has a Lifetime Spending Amount of greater than or equal to
12 \$25,000.

13 For the avoidance of doubt, no Settlement Class Member's contact information or
14 Lifetime Spending Amounts shall be provided to counsel for Plaintiff unless counsel for Plaintiff
15 have been appointed by the Court as Class Counsel.

16 Any contact information disclosed to counsel for Plaintiff pursuant to this section shall be
17 used solely for the purpose of providing notice of the Class Action Settlement Agreement to
18 members of the Settlement Class, and counsel for Plaintiff shall disclose Contact Information
19 only to counsel's staff, or to any copying, clerical or other support services working at the
20 direction of counsel for Plaintiff, to whom disclosure is reasonably necessary to provide notice to
21 the member. All Contact Information relating to a member of the Settlement Class shall be
22 destroyed by counsel for Plaintiff upon confirmation that the member has received actual notice
23 of the Class Action Settlement.

24 **CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL**

25 This Rider is intended to provide no mechanism to the Parties through which they can
26 challenge the designation or protected status of Amazon Protected Materials.

1 **SUBPOENAS OR COURT ORDERS**

2 If at any time Amazon Protected Material is subpoenaed by any court, arbitral,
3 administrative, or legislative body, the Party to whom the subpoena or other request is directed
4 shall immediately give prompt written notice thereof to Amazon and to its counsel and shall
5 provide Amazon with an opportunity to move for a protective order regarding the production of
6 Amazon Protected Materials implicated by the subpoena.

7 **FILING PROTECTED MATERIAL**

8 Absent written permission from Amazon or a court Order secured after appropriate notice
9 to all interested persons, the Plaintiff may not file or disclose in the public record any Amazon
10 Protected Material.

11 **INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER**

12 In the event of a disclosure of any Amazon Protected Material pursuant to this Rider to
13 any person or persons not authorized to receive such disclosure under this Rider, or in any
14 circumstance not authorized under this Rider, the party responsible for having made such
15 disclosure, and each party with knowledge thereof, must immediately notify counsel for Amazon
16 (a) in writing, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,
17 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
18 this Order, and (d) request such person or persons execute the “Acknowledgment and Agreement
19 to Be Bound” that is attached hereto as Exhibit A.

20 Unauthorized or inadvertent disclosure does not change the status of Amazon Protected
21 Material or waive the right to hold the disclosed document or information as Protected.

22 **FINAL DISPOSITION**

23 Not later than ninety (90) days after closure of the Final Disposition of this case, Counsel
24 for Plaintiff and the Class Action Administrator shall return all Discovery Material of a
25 Producing Party to the respective outside counsel of the Producing Party or destroy such
26 Material, at the option of Amazon. For purposes of this Order, “Final Disposition” occurs after
27

1 an order, mandate, or dismissal finally terminating the above-captioned action with prejudice,
2 including all appeals.

3 Counsel for Plaintiff that has received any such Discovery Material, as well as the Class
4 Action Administrator, shall certify in writing that all such materials have been returned to
5 counsel for Amazon or destroyed.

6 **MISCELLANEOUS**

7 **Termination of Matter and Retention of Jurisdiction.** The Parties and Amazon agree that
8 the terms of this Rider shall survive and remain in effect after the Final Determination of the
9 Actions. The Court shall retain jurisdiction after Final Determination of the matter to hear and
10 resolve any disputes arising out of this Rider.

11 **Successors.** This Rider shall be binding upon Amazon and the Parties hereto, their
12 attorneys, and their successors, executors, personal representatives, administrators, heirs, legal
13 representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and
14 experts, and any persons or organizations over which they have direct control.

15 **Modification by Court.** This Order is subject to further court order based upon public
16 policy or other considerations, and the Court may modify this Order sua sponte in the interests of
17 justice. The United States District Court for the Western District of Washington is responsible
18 for the interpretation and enforcement of this Order. All disputes concerning Amazon Protected
19 Material, however designated, produced under the protection of this Order shall be resolved by
20 the United States District Court for the Western District of Washington.

21 **Discovery Rules Remain Unchanged.** Nothing herein shall alter or change in any way
22 the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the United
23 States District Court for the Western District of Washington, or the Court's own orders.

24 Identification of any individual pursuant to this Protective Order does not make that individual
25 available for deposition or any other form of discovery outside of the restrictions and procedures
26 of the Federal Rules of Civil Procedure, the Local Rules for the United States District Court for
27 the Western District of Washington, or the Court's own orders.

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Representation and Agreements Regarding Production. Amazon represents that it will complete production of emails and spending amounts, directly to the Settlement Administrator, as promptly as possible, and on or before December 1, 2020. Amazon further represents that it will promptly complete production of names, physical addresses, and phone numbers ("Supplemental Information") for class members who spent over \$100, to the extent Amazon is in possession of such information, though compiling and producing the Supplemental Information may require additional time and production may not be complete as of the Court-ordered deadline. Class Counsel agrees to further meet and confer in good faith with Amazon regarding timing of the production of the Supplemental Information, but reserve their right to pursue appropriate remedies should Amazon not timely produce the Supplemental Information.

* * *

1 Respectfully submitted,

2
3 Dated: November 27, 2020

By: s/ Todd Logan

4 Todd Logan*
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14 Seattle, Washington 98101-4416
15 Tel: 206.682.5600

Class Counsel

*Admitted *pro hac vice*

16 Dated: November 25, 2020

By: s/ Eric J. Weiss

17 **Perkins Coie LLP**
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21 Fax: 206.359.9000
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Attorneys for Nonparty Amazon.com, Inc.

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated this 30th day of November, 2020.

Robert S. Lasnik

ROBERT S. LASNIK

UNITED STATES DISTRICT JUDGE

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EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Agreed Rider To Protective Order Regarding The Use And Disclosure Of Discovery Produced By Nonparty Apple Inc. ("Rider") in *Wilson v. Huuuge*, No. 18-cv-05276-RSL, United States District Court, District of Washington, Western District. Having read and understood the terms of the Rider, I agree to be bound by the terms of the Rider and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Rider.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]