

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2022-007710-CA-01

SECTION: CA06

JUDGE: Charles Johnson

**Lamont Townsend**

Plaintiff(s)

vs.

**Amazon.com, Inc.**

Defendant(s)

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**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Confidentiality and Nondisclosure Agreement is made and entered into by and between LAMONT TOWNSEND and AMAZON.COM, INC. The above-named parties and undersigned counsel will collectively be referred to as the “Parties.” The purpose of this Agreement is to preserve and maintain the confidentiality of documents, information, data, material, studies, recordings, testimony, and/or other items produced by Amazon (through its counsel) in response to discovery requests served by other parties to this action or utilized and/or referenced during depositions or other proceedings in this action, which Amazon and/or its counsel designate as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” These may include, but not necessarily be limited to, items containing “Confidential Information” or “Attorneys’ Eyes Only Information” as defined herein below. The Parties agree that all such designated documents, information, data, material, studies, recordings, testimony, and/or other items, shall be treated as confidential in the manner as follows:

1. Any person or entity involved in the representation of any party to the lawsuit captioned LAMONT TOWNSEND v. AMAZON.COM, INC., and pending in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami Dade County, Florida under CASE NO.: 2022-007710-CA-01, their respective insurers, investigators, experts, employees, agents, and the named270036392v.1

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litigants themselves, shall not disseminate documents, information, data, material, studies, recordings, testimony, and/or other items designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” , except in furtherance of limited purposes directly related to the prosecution of claims or defenses in this lawsuit. As used in this Agreement, the term “disseminate” shall include, but not be limited to, speaking about or paraphrasing the contents of; posting through electronic means, the internet, or social media, the contents of; and copying, photographing, scanning, streaming, videotaping, transcribing, retyping, reproducing, or reprinting by any means whatsoever, any documents, information, data, material, studies, recordings, testimony, and/or other items designated as CONFIDENTIAL or ATTORNEYS’ EYES ONLY. The Parties shall

be subject to all restrictions on dissemination set forth in this Agreement.

2. Before production of any documents, information, data, material, studies, recordings, testimony, and/or other items, Amazon shall make a determination as to whether or not said documents, information, data, material, studies, recordings, testimony, and/or other items contain personal financial information of any individual or entity, proprietary business information, trade secrets, confidential research and/or development, competitively/commercially sensitive information, internal policies and/or procedures, information subject to an evidentiary privilege, or other information the disclosure of which would, in the judgment of Amazon, be potentially or actually injurious, damaging, or detrimental to Amazon's business or the business of any of its customers or clients, Amazon's reputation, Amazon's position in any other litigation, or the interests of Amazon, its customers, and/or clients.

3. The production of documents, information, data, material, studies, recordings, testimony, and/or other items that Amazon determines fall within paragraph two (2) above, shall be accomplished by Amazon making a CONFIDENTIAL or ATTORNEY'S EYES ONLY notation

on the document, information, data, material, study, recording, transcript of testimony, and/or other270036392v.1

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item, or making a statement on the record at any deposition or court appearance, or by writing to the counsel for the other parties to this lawsuit, or by other means of notice, that such information is confidential. Documents shall be designated "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" prior to, or contemporaneously with, the production or disclosure of the documents.

Inadvertent or unintentional production of documents without prior designation as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" shall not be deemed a waiver, in whole or in part, of the right to designate documents as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" as otherwise allowed by this Protective Order.

4. Documents Which May be Designated Confidential. A party may designate documents as "CONFIDENTIAL" after review of the documents and certification by an attorney who has, in good faith, determined that the documents contain "Confidential Information." "Confidential Information" as used in this Protective Order shall mean information which falls within one or more of the following categories:

- a. Protected from disclosure by statute;
- b. Sensitive personal information;
- c. Personal Identifying Information;
- d. Trade secrets;
- e. Research, technical, commercial, or financial information that the producing party has maintained as confidential;
- f. Non-public information maintained by a third party as confidential that the producing party receives, obtains, or is provided access to that the producing party has maintained as confidential;
- g. Medical information concerning any individual;
- h. Tax returns (including attached schedules and forms) and tax forms including, but not limited to, W-2 forms and 1099 forms; or
- i. Personnel or employment records of a person who is not a party to the action.

Information or documents which are available in the public sector may not be designated as "CONFIDENTIAL."

5. Documents Which May be Designated Attorneys' Eyes Only. A party may designate documents as "ATTORNEYS' EYES ONLY" but only after review of the documents270036392v.1

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and certification by an attorney who has, in good faith, determined that the documents contain "Attorneys' Eyes Only Information." "Attorneys' Eyes Only Information" is extremely sensitive "Confidential Information," disclosure of which to another party or nonparty would create a substantial risk of serious harm to the business or competitive position of the designating party that could not be avoided by less restrictive means. "Attorneys' Eyes Only Information" as used in this Protective Order shall mean information that falls within one or more of the following categories:

- a. Information consisting of, reflecting, or representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs;
- b. Information consisting of, reflecting, or representing raw data generation, collection, receipt, access, processes, analyses, and storage;
- c. Information consisting of, reflecting, or representing analytics or metrics derivative of raw data;
- d. Business, enterprise, or operational data architecture, data modeling, data infrastructure, data management, data analytics, or data metrics, and any associated proprietary systems, software, networks, platforms, or databases;
- e. Sensitive business information, including highly sensitive financial or marketing information;
- f. Competitive technical information, including technical analyses of products or services;
- g. Competitive business information, including non-public financial and marketing analyses, comparisons of products or services, and strategic product or service expansion plans;
- h. Vendor or business partner relationships or documents that fall within one or more of the aforementioned categories defined in this Paragraph 4, sub-paragraphs (a) - (g); or
- i. Any other commercially sensitive information the disclosure of which to non-qualified persons subject to this Protective Order the producing party reasonably and in good faith believes would likely cause harm.

Information or documents which are available in the public sector may not be designated as "ATTORNEYS' EYES ONLY."

6. The production of any item containing Confidential or Attorney's Eyes Only

Information under this Agreement shall not operate as a waiver of Amazon's right to object to the production of proprietary information, intellectual property, trade secrets, research and/or development, information subject to an evidentiary privilege, and/or internal process, policies, and270036392v.1

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procedures which, in the judgment of Amazon, would cause irreparable or competitive harm to Amazon if it were disclosed, inadvertently or otherwise, to the public or Amazon's competitors.

7. All Confidential Information disclosed by Amazon shall be and remain the property of Amazon, and the Parties agree that Amazon has not granted any license, copyright, or similar right with respect to any Confidential Information or any other information disclosed by Amazon

in this lawsuit.

8. All Confidential Information shall be treated as secret and strictly confidential, except with the prior written consent of Amazon and/or counsel for Amazon, or upon order of the Court. Confidential Information may be shown, disseminated, or disclosed only to the following persons for use restricted exclusively to this case:

a. Members of the respective law firms of record in this lawsuit representing Plaintiffs and Defendants for the purpose of prosecuting or defending claims in this specific lawsuit, including staff, contractors, and remote workers;

b. Members of law firms representing “Similarly Situated Litigants” (defined as those who are currently involved in litigation against the designating party where the allegations of wrongdoing, claims of liability, or legal issues are the same or substantially similar);

c. Experts and consultants retained by the Parties for the preparation of any claim or defense relevant specifically to this lawsuit described above, provided that no disclosure shall be made to any expert or consultant who is employed by, an independent contractor for, or an agent of, any competitor of Amazon;

d. The Court in which this lawsuit is pending, under seal of said Court;

e. All court reporters, stenographers, videographers, and other contractors and/or agents involved in the administration of litigation including but not limited to:  
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to: printing, copying, binding, demonstrative design and/or creation, enlargement creation, and other outsourced administrative tasks; and

f. Actual witnesses and actual deponents who are Parties and/or employees of Parties.

9. The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated “ATTORNEYS’ EYES ONLY” under the terms of this Protective Order to any other person or entity except for “qualified persons” as set forth in subparagraphs (1) through (4) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form set forth at Exhibit A hereto), that he or she has read and understands the terms of this Protective Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated “ATTORNEYS’ EYES ONLY” pursuant to this Protective Order:

a. counsel and employees of counsel for the parties who have responsibility for the preparation and trial of the lawsuit;

b. court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of

documents;

c. consultants or experts (hereinafter referred to collectively as “experts”) employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit; and

d. other witnesses only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.270036392v.1

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10. Prior to being provided with access to any Confidential or Attorney’s Eyes Only Information, each person described in paragraphs 8 and 9 above shall be fully informed of the terms

of this Agreement and given a copy thereof, and shall agree to its terms in writing, using the “Acknowledgement of Receipt of Confidential Information” form attached hereto as Exhibit A, to be bound by all terms of this Agreement.

11. Confidential or Attorney’s Eyes Only Information shall be utilized by the receiving party, its counsel, and experts only for purposes of this litigation and for no other purposes whatsoever.

12. To the extent documents, information, data, material, studies, recordings, testimony, and/or other items designated as CONFIDENTIAL or ATTORNEYS’ EYES ONLY are used in the taking of depositions, same shall remain subject to the provisions of this Agreement, unless the Court expressly rules otherwise, and the portions of the transcripts of all testimony designated as CONFIDENTIAL or ATTORNEYS’ EYES ONLY shall be labeled with the appropriate notation by the court reporter/stenographer. If any document, information, data, material, study, recording, testimony, and/or other item designated as CONFIDENTIAL or ATTORNEYS’ EYES ONLY pursuant to this Agreement is used during the course of a deposition in this lawsuit, that portion of the deposition record referencing such document, information, data, material, study, recording, testimony, and/or other item shall be labeled with the appropriate CONFIDENTIAL or ATTORNEYS’ EYES ONLY designation by the party claiming CONFIDENTIAL or ATTORNEYS’ EYES ONLY status, no later than thirty (30) days after the date of delivery of the deposition transcript. To do so, the party claiming CONFIDENTIAL or ATTORNEYS’ EYES ONLY status must:

serve a designation, by reference to specific page and line numbers, of those portions of the transcript the party wishes to remain CONFIDENTIAL or ATTORNEYS’ EYES ONLY within thirty (30) days after receipt of the transcript by the party.270036392v.1

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13. The court reporter/stenographer also shall clearly and conspicuously mark the front page of any transcript which contains references to Confidential or Attorney’s Eyes Only Information with the CONFIDENTIAL or ATTORNEY’S EYES ONLY designation. The same procedure shall apply to the extent that documents, information, data, materials, studies, recordings, testimony, and/or other items designated as CONFIDENTIAL or ATTORNEY’S EYES ONLY are utilized in any motion practice, and, any such motion shall bear the designation of CONFIDENTIAL or ATTORNEYS’ EYES ONLY and be filed under seal of the Court. Where CONFIDENTIAL or ATTORNEYS’ EYES ONLY documents, information, data, materials, studies, recordings, testimony, and/or other items are used in depositions or motion practice, the Confidential Information contained therein shall be appropriately redacted. If Confidential or Attorney’s Eyes Only Information is to be disclosed at a deposition, hearing, or trial, Amazon shall have the right to exclude from attendance, during the time in which the Confidential or Attorney’s



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