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14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

19 WILLIAMS-SONOMA, INC.,
20 Plaintiff,
21 v.
22 AMAZON.COM, INC.,
23 Defendant.

Case No.: 18-cv-07548-AGT

**STIPULATION AND ORDER
FOR STAY AND SUBSEQUENT
DISMISSAL**

1 Plaintiff Williams-Sonoma, Inc. (“WSI”) and Defendant Amazon.com, Inc. (“Amazon”)
2 (together, the “Parties”), by and through their respective counsel hereby stipulate and agree as
3 follows:

4 WHEREAS, on or about December 14, 2018, WSI filed a complaint in the Northern
5 District of California captioned *Williams-Sonoma, Inc. v. Amazon.com, Inc.*, No. 18-cv-07548
6 (the “Litigation”); and

7 WHEREAS, WSI amended and supplemented its initial complaint, including most
8 recently filing a Second Amended and Supplemental Complaint (“SASC”) on May 6, 2020; and

9 WHEREAS, Amazon subsequently filed an Answer and Counterclaims denying all
10 liability in the action; and

11 WHEREAS, the Parties have entered into a final, binding, and signed settlement
12 agreement, one condition of which is the entry of this Stipulation and [PROPOSED] Order for
13 Stay and Subsequent Dismissal;

14 NOW THEREFORE, the Parties, by and through their counsel of record, hereby stipulate
15 and agree and request that the Court enter an order as follows:

16 1. The Parties stipulate that they have entered into a confidential final, binding, and
17 fully executed settlement agreement and that such settlement agreement includes certain material
18 obligations of the Parties that will require time to perform.

19 2. The Parties wish to retain the jurisdiction of the Court to aid enforcement of the
20 settlement agreement only so long as is necessary to perform certain material obligations, but
21 without incurring further costs of litigation. The Parties therefore propose a stay of the action for
22 ninety days pending such performance. Good cause exists for the stay because it is in the
23 interests of judicial efficiency to further the goal of dismissal and final resolution of the Litigation
24 without further burdening the resources of the Court in a pandemic.

25 3. The settlement agreement is conditioned upon the entry by the Court of this
26 Stipulation and [PROPOSED] Order.

27 4. The Parties stipulate that this case hereby is and shall be stayed in its entirety
28 effective immediately as of the date of this Stipulation, and that neither party shall take any

1 further action in the Litigation unless ordered by the Court.

2 5. Unless either party files a written objection alleging that a material obligation of
3 the settlement agreement has been subject to a failure of performance, ninety days after the date
4 of this stipulation WSI's claims in the action shall be dismissed with prejudice, and Amazon's
5 counterclaims in the action shall be dismissed without prejudice.

6 6. The parties shall each bear their own attorneys' fees and costs.

8 Dated: November 2, 2020

Respectfully submitted,
ORRICK, HERRINGTON & SUTCLIFFE LLP

9
10 By: /s/ Annette L. Hurst

11 ANNETTE L. HURST
12 Attorneys for Plaintiff
WILLIAMS-SONOMA, INC.

13 Dated: November 2, 2020

DURIE TANGRI LLP

14
15 By: /s/ Joseph C. Gratz

16 JOSEPH C. GRATZ
17 Attorneys for Defendant
AMAZON.COM, INC.

18 *Attestation of Concurrence*

19
20 *I, Annette Hurst, attest pursuant to Local Rule 5-1(i)(3) that all other signatories to this*
21 *document, on whose behalf this filing is submitted, concur in the filing's content and have*
authorized this filing.

22 Dated: November 2, 2020

By: /s/ Annette L. Hurst

23 ANNETTE L. HURST

24
25 **IT IS SO ORDERED.**

26
27 DATED: November 2, 2020

28 
HONORABLE JUDGE ALEX G. TSE