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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

CAT BROOKS and RASHEED SHABAZZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THOMSON REUTERS CORPORATION,

Defendant.

Case No. 3:21-cv-01418-EMC

DEFENDANT THOMSON REUTERS CORPORATION'S STATEMENT OF NONOPPOSITION TO NON-PARTY FILE & SERVEXPRESS, LLC'S MOTION FOR LIMITED INTERVENTION AND FOR PROTECTIVE ORDER

Pursuant to Local Rule 7-3(b), Defendant Thomson Reuters submits this Statement of Nonopposition ("Statement") to the Motion for Limited Intervention and for Protective Order (the "Motion for Limited Intervention"), filed on April 25, 2022 by Non-Party File & ServeXpress, LLC ("FSX"). *See* Docket No. 88.

The Motion for Limited Intervention seeks an Order prohibiting Thomson Reuters from

disclosing and/or producing the Service Agreement between West Publishing Corporation and Non-Party File & ServeXpress, LLC (the "FSX Service Agreement"). While Thomson Reuters does not oppose the relief sought, Thomson Reuters reserves the right to use the existence of the FSX Service Agreement in its defense. For example (and without limitation), Thomson Reuters reserves the right to use the existence of the FSX Service Agreement to establish that the injunctive and monetary relief Plaintiffs seek in this case would violate the Dormant Commerce Clause[1] and would be an impermissible, extraterritorial application of California's Unfair Competition Law,[2] and/or to help demonstrate that this case is not suitable for class treatment or that public injunctive relief is inappropriate.

Dated: May 9, 2022

PERKINS COIE LLP

By: */s/ Susan D. Fahringer*
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[1] Applying California law to the collection, dissemination, or sale of data that is subject to service agreements such as the FSX Service Agreement would burden interstate commerce and impermissibly regulate conduct occurring wholly outside of California. *See Sam Francis Found. v. Christies, Inc.*, 784 F.3d 1320, 1323 (9th Cir. 2015) (citing *Healy v. Beer Instit.*, 491 U.S. 324, 336 (1989)).

[2] The UCL does not apply extraterritorially. *See Sullivan v. Oracle Corp.*, 254 P.3d 237, 247 (Cal. 2011).