

The Honorable John H. Chun

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ANITA MEDAL, ESTHER YOO, GAYLE
HAYES, ANTOINETTE STANIEWICZ,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AMAZON.COM SERVICES, LLC,

Defendant.

Case No. 2:23-cv-01975-JHC

**PLAINTIFFS' MEMORANDUM OF LAW
IN RESPONSE TO DEFENDANT
AMAZON.COM SERVICES, LLC'S
MOTION FOR AN ORDER TO SHOW
CAUSE**

1 Plaintiffs, through their counsel, submit this Memorandum in Response to Defendant
2 Amazon.com Services LLC’s (“Amazon”) Motion for an Order to Show Cause filed on January 27,
3 2026. Dkt. No. 124.

4 Plaintiffs’ counsel acknowledge that the Memorandum of Law filed on January 21, 2026 (Dkt.
5 No. 122) contains certain miscitations and misquotations of the applicable statute, 21 U.S.C. § 343 of
6 the Dietary Supplement Health and Education Act (“DSHEA”), including citation to a non-existent
7 subsection of that statute. We apologize for this error, which obviously was entirely on counsels’ part,
8 and in which Plaintiffs themselves, and Local Counsel at Allen, Hansen, Maybrown & Offenbecher,
9 are blameless.¹ We take this opportunity to explain to the Court how the error occurred and what steps
10 counsel has taken to avoid such errors—in the course of doing so, we believe that we have provided
11 all of the information requested in Amazon’s motion. We are of course available to answer any other
12 questions the Court may have.

13 The memorandum of law went through several drafts involving counsel from both Boies
14 Schiller Flexner LLP (“Boies Schiller”) and Just Food Law PLLC (“JFL”). On or about January 12,
15 2026, Ms. Kats of JFL used AI in connection with a draft of the memorandum that she circulated to
16 co-counsel at Boies Schiller. The AI-generated error occurred in this draft. Counsel from Boies
17 Schiller and JFL continued assiduously to rework and edit the draft, but no one caught the error. At
18 no point in the drafting process did attorneys from Boies Schiller use AI for drafting or research.
19 However, Ms. Kats notified that she used AI in the draft.

20 Boies Schiller was responsible for the cite-check of the memorandum. As best we are able to
21 determine, the cite-check properly ensured the accuracy of all case law citations, but the lawyer
22 responsible for conducting the cite check failed to verify the statutory quotations and citations, which
23 would have revealed that the cited subsection did not exist. This was obviously a failure of process
24

25 ¹ Consistent with his firm’s responsibilities under Local Rule 83.1, attorney Todd Maybrown
26 thoroughly reviewed a draft version the Memorandum of Law before it was completed for filing. But
27 Mr. Maybrown was never advised that Plaintiffs’ counsel had relied on AI tools during the drafting
28 process, and Mr. Maybrown was not asked to review any of the legal citations. Rather, Mr. Maybrown
had been assured that Plaintiffs’ counsel would complete that task once all final edits had been
approved.

1 and inconsistent with Boies Schiller’s professional standards and expectations for every submission
2 to a Court—AI or no AI.

3 Amazon’s Motion correctly observes that, in an appeal pending in California state court, Boies
4 Schiller acknowledged that it submitted a brief with hallucinated citations introduced by AI tools.
5 Boies Schiller is committed to the responsible use of AI and—both before and especially after that
6 incident—has adopted policies and implemented trainings to protect against the risks of the improper
7 use of AI. Independent of the use of AI tools, Boies Schiller lawyers have always been expected to
8 scrupulously proofread and cite check the factual and legal claims in court filings. The Firm adopted
9 formal AI usage policies in 2024 that required, among other things, Firm lawyers to critically evaluate
10 and independently verify any AI-generated content or suggestions, while emphasizing that in all
11 instances Firm lawyers were fully responsible for the accuracy of all work product, regardless of AI
12 assistance. The Firm has regularly reminded employees of these policies, including multiple times in
13 Fall 2025. There have also been regular presentations and trainings that address the benefits and risks
14 of AI usage, including hallucinations, and the obligation of Firm lawyers to take steps to address those
15 risks in their practice. Firm leadership continues to evaluate Boies Schiller attorneys’ performance as
16 it relates to these and related policies in order to make any necessary adjustments.

17 Finally, in these circumstances, Plaintiffs respectfully request that the Court accept for filing
18 the attached corrected memorandum, clean and relined version of which are attached as Exhibits A
19 and B.

20 Dated: January 30, 2026

21 Respectfully Submitted,

22 **JUST FOOD LAW PLLC**

23 */s/ Maia Kats*

24 *Maia Kats (pro hac vice)*

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*I certify that this memorandum contains 674
words, in compliance with the Local Civil Rules.*

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/s/ George F. Carpinello
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