

1 AARONSON & AARONSON
2 Arthur Aaronson (SBN 64988)
3 16133 Ventura Blvd., Ste 675
4 Encino, CA 91436

5 MCCGEARY CUKOR LLC
6 Michael Cukor (pro hac vice)
7 Vincent McGeary (pro hac vice)
8 54 West 40th Street
9 New York, NY 10018

POLSINELLI LLP
Adam P. Daniels (SBN 296466)
adaniels@polsinelli.com
Michael D. Pegues (pro hac vice)
mpegues@polsinelli.com
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Telephone: 310.556.6754
Facsimile: 310.556.1802

10 *Attorneys for Plaintiff and*
11 *Counterclaim Defendant*
12 *James R. Moder Crystal Chandelier*
13 *Inc.*

Attorneys for Defendant and
Counterclaim Plaintiff
Maxim Lighting International, Inc.

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION**

17 JAMES R. MODER CRYSTAL
18 CHANDELIER, INC. a Texas corporation,

19 Plaintiff and
20 Counterclaim Defendant,

21 v.

22 MAXIM LIGHTING INTERNATIONAL,
23 INC. a California corporation,

24 Defendant and
25 Counterclaim Plaintiff.

Case No.

2:20-CV-03762-SVW-MAA

**JOINT STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Stephen V. Wilson

Date Filed: April 24, 2020

Jury Trial: January 19, 2021 at 9:00

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STIPULATED PROTECTIVE ORDER

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Stipulated Protective
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section 13.3
11 below, that this Stipulated Protective Order does not entitle them to file confidential
12 information under seal; Local Rule 79-5 sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the Court to
14 file material under seal.

15 **2. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, customer and pricing lists and other
17 valuable research, development, commercial, financial, technical and/or proprietary
18 information for which special protection from public disclosure and from use for any
19 purpose other than prosecution of this action is warranted, especially because the
20 parties are engaged in the same or similar business. Such confidential and proprietary
21 materials and information consist of, among other things, confidential business or
22 financial information, information regarding confidential and proprietary trade secrets,
23 possibly including information regarding the creation, purchase, and sale of designs
24 used for lighting fixtures, matters protected under intellectual property rights,
25 confidential business practices, or other confidential research, development, or
26 commercial information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or which may be
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1 privileged or otherwise protected from disclosure under state or federal statutes, court
2 rules, case decisions, or common law. Accordingly, to expedite the flow of information,
3 to facilitate the prompt resolution of disputes over confidentiality of discovery
4 materials, to adequately protect information the parties are entitled to keep confidential,
5 to ensure that the parties are permitted reasonable necessary uses of such material in
6 preparation for and in the conduct of trial, to address their handling at the end of the
7 litigation, and serve the ends of justice, a protective order for such information is
8 justified in this matter. It is the intent of the parties that information will not be
9 designated as confidential for tactical reasons and that nothing be so designated without
10 a good faith belief that it has been maintained in a confidential, non-public manner, and
11 there is good cause why it should not be part of the public record of this case.

12 **3. DEFINITIONS**

13 3.1 Action: This pending federal lawsuit entitled above.

14 3.2 Challenging Party: A Party or Non-Party that challenges the designation
15 of information or items under this Stipulated Protective Order.

16 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify
18 for protection under Federal Rule of Civil Procedure 26(c), and as
19 specified above in the Good Cause Statement.

20 3.4 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or
21 Items: “CONFIDENTIAL” information that is highly confidential or
22 proprietary in nature that qualifies for protection under Federal Rule of
23 Civil Procedure 26(c), as specified above in the Good Cause Statement.

24 3.5 Counsel: Outside Counsel of Record (as well as their support staff).

25 3.6 Designating Party: A Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
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1 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES
2 ONLY.”

3 3.7 Disclosure or Discovery Material: All items or information, regardless of
4 the medium or manner in which it is generated, stored, or maintained
5 (including, among other things, testimony, transcripts, and tangible
6 things), that is produced or generated in disclosures or responses to
7 discovery in this matter.

8 3.8 Expert: A person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel
10 to serve as an expert witness or as a consultant in this Action.

11 3.9 House Counsel: Attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other
13 outside counsel.

14 3.10 Non-Party: Any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 3.11 Outside Counsel of Record: Attorneys who are not employees of a party
17 to this Action but are retained to represent or advise a party to this Action
18 and have appeared in this Action on behalf of that party or are affiliated
19 with a law firm which has appeared on behalf of that party, and includes
20 support staff.

21 3.12 Party: Any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record
23 (and their support staffs).

24 3.13 Producing Party: A Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.
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1 3.14 Professional Vendors: Persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits
3 or demonstrations, and organizing, storing, or retrieving data in any form
4 or medium) and their employees and subcontractors.

5 3.15 Protected Material: Any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “CONFIDENTIAL—
7 ATTORNEYS’ EYES ONLY.”

8 3.16 Receiving Party: A Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 **4. SCOPE**

11 The protections conferred by this Stipulated Protective Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (3) any testimony, conversations, or presentations by Parties
15 or their Counsel that might reveal Protected Material.
16

17 Any use of Protected Material at trial shall be governed by the orders of the trial
18 judge. This Stipulated Protective Order does not govern the use of Protected Material
19 at trial.

20 **5. DURATION**

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
23 in writing or a court order otherwise directs. Final disposition shall be deemed to be
24 the later of (1) dismissal of all claims and defenses in this Action, with or without
25 prejudice; and (2) final judgment herein after the completion and exhaustion of all
26 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
27 for filing any motions or applications for extension of time pursuant to applicable law.
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1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for
4 protection under this Stipulated Protective Order must take care to limit any such
5 designation to specific material that qualifies under the appropriate standards.
6 The Designating Party must designate for protection only those parts of material,
7 documents, items, or oral or written communications that qualify so that other
8 portions of the material, documents, items, or communications for which
9 protection is not warranted are not swept unjustifiably within the ambit of this
10 Stipulated Protective Order.

11 Mass, indiscriminate, or routinized designations are prohibited.
12 Designations that are shown to be clearly unjustified or that have been made for
13 an improper purpose (e.g., to unnecessarily encumber the case development
14 process or to impose unnecessary expenses and burdens on other parties) may
15 expose the Designating Party to sanctions.

16
17 If it comes to a Designating Party's attention that information or items that
18 it designated for protection do not qualify for protection, that Designating Party
19 must promptly notify all other Parties that it is withdrawing the inapplicable
20 designation.

21 6.2 Manner and Timing of Designations.

22 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*,
23 section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery
24 Material that qualifies for protection under this Stipulated Protective Order must
25 be clearly so designated before the material is disclosed or produced.
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2 Designation in conformity with this Stipulated Protective Order requires the
3 following:

4 (a) For information in documentary form (e.g., paper or electronic documents,
5 but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS EYES ONLY”
8 to each page that contains protected material. If only a portion or portions of
9 the material on a page qualifies for protection, the Producing Party also must
10 clearly identify the protected portion(s) (e.g., by making appropriate
11 markings in the margins).

12
13 (b) For original documents made available for inspection, the Designating Party
14 need not designate them for protection until after the inspecting Party has
15 indicated which documents it would like copied and produced. During the
16 inspection and before the designation, all of the material made available for
17 inspection shall be deemed “CONFIDENTIAL—ATTORNEYS’ EYES
18 ONLY” and must be treated as such pursuant to terms of this Order. After
19 the inspecting Party has identified the documents it wants copied and
20 produced, the Producing Party must determine which documents, or portions
21 thereof, qualify for protection under this Order. Then, before producing the
22 specified documents, the Producing Party must affix the legend
23 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS EYES ONLY”
24 to each page that contains Protected Material. If only a portion or portions
25 of the material on a page qualifies for protection, the Producing Party also
26 must clearly identify the protected portion(s) (e.g., by making appropriate
27 markings in the margins).

1 (c) For testimony given in depositions, that the Designating Party identify the
2 Protected Material on the record before the close of the deposition, whenever
3 possible. However, a Party may designate portions of depositions as
4 containing Protected Material after transcription of the proceedings by
5 notifying the other Parties to the action of the portions of the transcript to be
6 designated “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS
7 EYES ONLY.” A party will have until fourteen (14) days after receipt of the
8 deposition transcript to designate any such portions as Protected Material.
9 Until that fourteen (14) day period, the entire transcript shall be treated as
10 “CONFIDENTIAL—ATTORNEYS EYES ONLY.”

11 (d) For information produced in some form other than documentary and for any
12 other tangible items, that the Producing Party affix in a prominent place on
13 the exterior of the container or containers in which the information is stored
14 the legend “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS
15 EYES ONLY.” If only a portion or portions of the information warrants
16 protection, the Producing Party, to the extent practicable, shall identify the
17 protected portion(s).

18 6.3 Inadvertent Failure to Designate.

19
20 If timely corrected, an inadvertent failure to designate qualified
21 information or items does not, standing alone, waive the Designating Party’s
22 right to secure protection under this Stipulated Protective Order for such
23 material. Upon timely correction of a designation, the Receiving Party must treat
24 the material as Protected Material in accordance with the provisions of this
25 Stipulated Protective Order. If the Receiving Party has disclosed the materials
26 before receiving the designation, the Receiving Party must notify the
27 Designating Party in writing of each such disclosure.
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1 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 7.1 Timing of Challenges.

3 Any Party or Non-Party may challenge a designation of confidentiality at
4 any time that is consistent with the Court’s Scheduling Order.

5 7.2 Meet and Confer.

6
7 The Challenging Party shall initiate the dispute resolution process under
8 Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s Procedures
9 (“Mandatory Telephonic Conference for Discovery Disputes”).¹

10 7.3 Burden of Persuasion.

11 The burden of persuasion in any such challenge proceeding shall be on the
12 Designating Party. Frivolous challenges, and those made for an improper
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
14 parties) may expose the Challenging Party to sanctions. Unless the Designating
15 Party has waived or withdrawn the confidentiality designation, all parties shall
16 continue to afford the material in question the level of protection to which it is
17 entitled under the Producing Party’s designation until the Court rules on the
18 challenge.

19 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

20 8.1 Basic Principles.

21
22 A Receiving Party may use Protected Material that is disclosed or
23 produced by another Party or by a Non-Party in connection with this Action only
24 for prosecuting, defending, or attempting to settle this Action. Such Protected
25 Material may be disclosed only to the categories of persons and under the
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¹ Judge Audero’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 conditions described in this Stipulated Protective Order. When the Action
2 reaches a final disposition, a Receiving Party must comply with the provisions
3 of section 14 below.

4 Protected Material must be stored and maintained by a Receiving Party at
5 a location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Stipulated Protective Order.

7 **8.2 Disclosure of “CONFIDENTIAL” Information or Items.**

8 Unless otherwise ordered by the Court or permitted in writing by the
9 Designating Party, a Receiving Party may disclose any information or item
10 designated “CONFIDENTIAL” only to:
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- 12 (a) The Receiving Party’s Outside Counsel of Record in this Action, as well as
13 employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;
- 15 (b) The officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;
- 17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
18 is reasonably necessary for this Action and who have signed the
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 20 (d) The court and its personnel;
- 21 (e) Court reporters and their staff;
- 22 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors
23 to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 25 (g) The author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;
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- 1 (h) During their depositions, witnesses, and attorneys for witnesses, in the Action
2 to whom disclosure is reasonably necessary provided: (i) the deposing party
3 requests that the witness sign the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any
5 confidential information unless they sign the “Acknowledgment and
6 Agreement to Be Bound,” unless otherwise agreed by the Designating Party
7 or ordered by the Court. Pages of transcribed deposition testimony or
8 exhibits to depositions that reveal Protected Material may be separately
9 bound by the court reporter and may not be disclosed to anyone except as
10 permitted under this Stipulated Protective Order; and
- 11 (i) Any mediator or settlement officer, and their supporting personnel, mutually
12 agreed upon by any of the parties engaged in settlement discussions.

13 8.3 Disclosure of “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
14 Information or Items.

15 Unless otherwise ordered by the court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item
17 designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:

- 18 (a) The Receiving Party’s Outside Counsel of Record in this action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;
- 21 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure
22 is reasonably necessary for this litigation and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 24 (c) The author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the
26 information.
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1 (d) Any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement
3 discussions.

4 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
5 **PRODUCED IN OTHER LITIGATION**

6 If a Party is served with a subpoena or a court order issued in other litigation that
7 compels disclosure of any information or items designated in this Action as
8 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY,” that
9 Party must:

10 (a) Promptly notify in writing the Designating Party. Such notification shall
11 include a copy of the subpoena or court order;

12 (b) Promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall
15 include a copy of this Stipulated Protective Order; and

16 (c) Cooperate with respect to all reasonable procedures sought to be pursued by
17 the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this action
20 as “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS EYES ONLY” before
21 a determination by the Court from which the subpoena or order issued, unless the Party
22 has obtained the Designating Party’s permission. The Designating Party shall bear the
23 burden and expense of seeking protection in that court of its confidential material and
24 nothing in these provisions should be construed as authorizing or encouraging a
25 Receiving Party in this Action to disobey a lawful directive from another court.
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1 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 10.1. Application.

4 The terms of this Stipulated Protective Order are applicable to information
5 produced by a Non-Party in this Action and designated as “CONFIDENTIAL”
6 or “CONFIDENTIAL—ATTORNEYS EYES ONLY.” Such information
7 produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should
9 be construed as prohibiting a Non-Party from seeking additional protections.
10

11 10.2. Notification.

12 In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party’s confidential information in its possession, and the Party
14 is subject to an agreement with the Non-Party not to produce the Non-Party’s
15 confidential information, then the Party shall:

- 16 (a) Promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a
18 confidentiality agreement with a Non-Party;
- 19 (b) Promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and
21 a reasonably specific description of the information requested; and
22
- 23 (c) Make the information requested available for inspection by the Non-
24 Party, if requested.

25 10.3. Conditions of Production.

26 If the Non-Party fails to seek a protective order from this court within
27 fourteen (14) days of receiving the notice and accompanying information, the
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1 Receiving Party may produce the Non-Party's confidential information
2 responsive to the discovery request. If the Non-Party timely seeks a protective
3 order, the Receiving Party shall not produce any information in its possession or
4 control that is subject to the confidentiality agreement with the Non-Party before
5 a determination by the court. Absent a court order to the contrary, the Non-Party
6 shall bear the burden and expense of seeking protection in this Court of its
7 Protected Material.

8 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing
12 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
13 all unauthorized copies of the Protected Material, (3) inform the person or persons to
14 whom unauthorized disclosures were made of all the terms of this Order, and (4)
15 request such person or persons to execute the "Acknowledgment and Agreement to be
16 Bound" (Exhibit A).

17 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
18 **PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
23 may be established in an e-discovery order that provides for production without prior
24 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or
26 information covered by the attorney-client privilege or work product protection, the
27 parties may incorporate their agreement in the Stipulated Protective Order submitted
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1 to the Court.

2 **13. MISCELLANEOUS**

3 13.1 Right to Further Relief.

4 Nothing in this Stipulated Protective Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 13.2 Right to Assert Other Objections.

7
8 By stipulating to the entry of this Protective Order no Party waives any
9 right it otherwise would have to object to disclosing or producing any
10 information or item on any ground not addressed in this Stipulated Protective
11 Order. Similarly, no Party waives any right to object on any ground to use in
12 evidence of any of the material covered by this Stipulated Protective Order.

13 13.3 Filing Protected Material.

14 A Party that seeks to file under seal any Protected Material must comply
15 with Local Rule 79-5. Protected Material may only be filed under seal pursuant
16 to a court order authorizing the sealing of the specific Protected Material at issue.
17 If a Party's request to file Protected Material under seal is denied by the Court,
18 then the Receiving Party may file the information in the public record unless
19 otherwise instructed by the Court.

20 **14. FINAL DISPOSITION**

21
22 After the final disposition of this Action, as defined in section 5, within sixty
23 (60) days of a written request by the Designating Party, each Receiving Party must
24 return all Protected Material to the Producing Party or destroy such material. As used
25 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
28 must submit a written certification to the Producing Party (and, if not the same person

1 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
2 category, where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the
5 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an
6 archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts;
7 legal memoranda; correspondence; deposition and trial exhibits; expert reports;
8 attorney work product; and consultant and expert work product, even if such materials
9 contain Protected Material. Any such archival copies that contain or constitute
10 Protected Material remain subject to this Stipulated Protective Order as set forth in
11 Section 5.

12 **15. VIOLATION OF THIS ORDER**

13 Any violation of this Stipulated Protective Order may be punished by any and
14 all appropriate measures including, without limitation, contempt proceedings and/or
15 monetary sanctions.

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18 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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1 Dated: October 13, 2020

Respectfully submitted,

2 **MCCGEARY CUKOR LLC**

3 By: /s/ Michael Cukor
4 Michael Cukor
5 Vincent McGeary

6 *Attorneys for Plaintiff/Counter-*
7 *Defendant, JAMES R. MODER*
8 **CRYSTAL CHANDELIER INC.**

9
10 Dated: October 13, 2020

Respectfully submitted,

11 **POLSINELLI LLP**

12
13 By: /s/ Adam P. Daniels
14 Adam P. Daniels
15 Michael D. Pegues

16 *Attorneys for Defendant/Counter-*
17 *Plaintiff,*
18 **MAXIM LIGHTING**
19 **INTERNATIONAL, INC.**

20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21
22 Dated: 10/14/20

23 
24 _____
25 Maria A. Audero
26 United States Magistrate Judge

Attestation

Pursuant to Local Rule 5-4.3.4(a), I hereby attest that all signatories listed above, on whose behalf this Stipulation and Order is being submitted, concur in the filing's content and have authorized the filing.

Dated: October 13, 2020.

Respectfully submitted,

By: /s/ Adam P. Daniels

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the United
States District Court for the Central District of California on _____ [date]
in the case of *James R. Moder Crystal Chandelier, Inc. v. Maxim Lighting
International, Inc.* Case No. 2:20-cv-03762-SVW-MAA. I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Stipulated
Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full name] of
_____ [address and telephone number]
as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____