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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MAXLITE, INC., a New Jersey Corporation,

Plaintiff,

v.

ATG ELECTRONICS, INC. and
DAVID WYATT,

Defendants.

Case No. 8:20-cv-01056-JJS-ADS

STIPULATED PROTECTIVE
ORDER FOR STANDARD
LITIGATION

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection

1 under Federal Rule of Civil Procedure 26(c).

2 2.3 Counsel (without qualifier): Outside Counsel of Record and House
3 Counsel (as well as their support staff).

4 2.4 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless of
8 the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced or
10 generated in disclosures or responses to discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
13 expert witness or as a consultant in this action.

14 2.7 House Counsel: attorneys who are employees of a party to this action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.8 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.9 Outside Counsel of Record: attorneys who are not employees of a party
20 to this action but are retained to represent or advise a party to this action and have
21 appeared in this action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party.

23 2.10 Party: any party to this action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this action.

28 2.12 Professional Vendors: persons or entities that provide litigation support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.13 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL.”

6 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or extracted
11 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
12 Protected Material; and (3) any testimony, conversations, or presentations by Parties
13 or their Counsel that might reveal Protected Material. However, the protections
14 conferred by this Stipulation and Order do not cover the following information: (a)
15 any information that is in the public domain at the time of disclosure to a Receiving
16 Party or becomes part of the public domain after its disclosure to a Receiving Party as
17 a result of publication not involving a violation of this Order, including becoming part
18 of the public record through trial or otherwise; and (b) any information known to the
19 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
20 disclosure from a source who obtained the information lawfully and under no
21 obligation of confidentiality to the Designating Party. Any use of Protected Material at
22 trial shall be governed by a separate agreement or order.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
28 without prejudice; and (2) final judgment herein after the completion and exhaustion

1 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
2 limits for filing any motions or applications for extension of time pursuant to
3 applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

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

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

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

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
2 page that contains protected material. If only a portion or portions of the material on a
3 page qualifies for protection, the Producing Party also must clearly identify the
4 protected portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents or materials available for
6 inspection need not designate them for protection until after the inspecting Party has
7 indicated which material it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
10 it wants copied and produced, the Producing Party must determine which documents,
11 or portions thereof, qualify for protection under this Order. Then, before producing the
12 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend
13 to each page that contains Protected Material. If only a portion or portions of the
14 material on a page qualifies for protection, the Producing Party also must clearly
15 identify the protected portion(s) (e.g., by making appropriate markings in the
16 margins).

17 (b) for testimony given in deposition or in other pretrial or trial proceedings,
18 that the Designating Party identify on the record, before the close of the deposition,
19 hearing, or other proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for
21 any other tangible items, that the Producing Party affix in a prominent place on the
22 exterior of the container or containers in which the information or item is stored the
23 legend “CONFIDENTIAL.” If only a portion or portions of the information or item
24 warrant protection, the Producing Party, to the extent practicable, shall identify the
25 protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items does not, standing alone, waive the
28 Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable
2 efforts to assure that the material is treated in accordance with the provisions of this
3 Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
6 designation of confidentiality at any time. Unless a prompt challenge to a Designating
7 Party's confidentiality designation is necessary to avoid foreseeable, substantial
8 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
9 litigation, a Party does not waive its right to challenge a confidentiality designation by
10 electing not to mount a challenge promptly after the original designation is disclosed.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process by providing written notice of each designation it is challenging
13 and describing the basis for each challenge. To avoid ambiguity as to whether a
14 challenge has been made, the written notice must recite that the challenge to
15 confidentiality is being made in accordance with this specific paragraph of the
16 Protective Order. The parties shall attempt to resolve each challenge in good faith and
17 must begin the process by conferring directly (in voice to voice dialogue; other forms
18 of communication are not sufficient) within 14 days of the date of service of notice. In
19 conferring, the Challenging Party must explain the basis for its belief that the
20 confidentiality designation was not proper and must give the Designating Party an
21 opportunity to review the designated material, to reconsider the circumstances, and, if
22 no change in designation is offered, to explain the basis for the chosen designation. A
23 Challenging Party may proceed to the next stage of the challenge process only if it has
24 engaged in this meet and confer process first or establishes that the Designating Party
25 is unwilling to participate in the meet and confer process in a timely manner.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
27 court intervention, the Designating Party shall file and serve a motion to retain
28 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-

1 5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
2 the parties agreeing that the meet and confer process will not resolve their dispute,
3 whichever is earlier. Each such motion must be accompanied by a competent
4 declaration affirming that the movant has complied with the meet and confer
5 requirements imposed in the preceding paragraph. Failure by the Designating Party to
6 make such a motion including the required declaration within 21 days (or 14 days, if
7 applicable) shall automatically waive the confidentiality designation for each
8 challenged designation. In addition, the Challenging Party may file a motion
9 challenging a confidentiality designation at any time if there is good cause for doing
10 so, including a challenge to the designation of a deposition transcript or any portions
11 thereof. Any motion brought pursuant to this provision must be accompanied by a
12 competent declaration affirming that the movant has complied with the meet and
13 confer requirements imposed by the preceding paragraph.

14 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived
18 the confidentiality designation by failing to file a motion to retain confidentiality as
19 described above, all parties shall continue to afford the material in question the level
20 of protection to which it is entitled under the Producing Party's designation until the
21 court rules on the challenge.

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this case
25 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
26 Material may be disclosed only to the categories of persons and under the conditions
27 described in this Order. When the litigation has been terminated, a Receiving Party
28 must comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
7 only to:

8 (a) the Receiving Party’s Outside Counsel of Record and national
9 coordinating counsel in this action, as well as employees of said Outside Counsel of
10 Record and national coordinating counsel to whom it is reasonably necessary to
11 disclose the information for this litigation and who have signed the “Acknowledgment
12 and Agreement to Be Bound” that is attached hereto as Exhibit A;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation and
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) court reporters and their staff, professional jury or trial consultants,
21 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
22 for this litigation and who have signed the “Acknowledgment and Agreement to Be
23 Bound” (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is
25 reasonably necessary and who have signed the “Acknowledgment and Agreement to
26 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
27 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
28 reveal Protected Material must be separately bound by the court reporter and may not

1 be disclosed to anyone except as permitted under this Stipulated Protective Order.

2 (g) the author or recipient of a document containing the information or a
3 custodian or other person who otherwise possessed or knew the information.

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

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

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

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

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

17 If the Designating Party timely seeks a protective order, the Party served with
18 the subpoena or court order shall not produce any information designated in this
19 action as “CONFIDENTIAL” before a determination by the court from which the
20 subpoena or order issued, unless the Party has obtained the Designating Party’s
21 permission. The Designating Party shall bear the burden and expense of seeking
22 protection in that court of its confidential material – and nothing in these provisions
23 should be construed as authorizing or encouraging a Receiving Party in this action to
24 disobey a lawful directive from another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
26 IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement
10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the Non-
15 Party.

16 (c) If the Non-Party fails to object or seek a protective order from this court
17 within 14 days of receiving the notice and accompanying information, the Receiving
18 Party may produce the Non-Party's confidential information responsive to the
19 discovery request. If the Non-Party timely seeks a protective order, the Receiving
20 Party shall not produce any information in its possession or control that is subject to
21 the confidentiality agreement with the Non-Party before a determination by the court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
23 of seeking protection in this court of its Protected Material.

24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
2 persons to whom unauthorized disclosures were made of all the terms of this Order,
3 and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
11 may be established in an e-discovery order that provides for production without prior
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
13 parties reach an agreement on the effect of disclosure of a communication or
14 information covered by the attorney-client privilege or work product protection, the
15 parties may incorporate their agreement in the stipulated protective order submitted to
16 the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the
26 Designating Party or a court order secured after appropriate notice to all interested
27 persons, a Party may not file in the public record in this action any Protected Material.
28 A Party that seeks to file under seal any Protected Material must comply with Civil

1 Local Rule 79-5. Pursuant to Civil Local Rule 79-5.2.2(b), which governs the filing
2 under seal of documents designated by another as confidential pursuant to a protective
3 order, at least 3 days before seeking to file under seal a document containing
4 information previously designated as confidential by another pursuant to a protective
5 order, the Filing Party¹ must confer with the Designating Party in an attempt to
6 eliminate or minimize the need for filing under seal by means of redaction. If the
7 document cannot be suitably redacted by agreement, the Filing Party may file an
8 Application² pursuant to Civil Local Rule 79-5.2.2(a), but the supporting declaration
9 must identify the material previously designated as confidential, as well as the
10 Designating Party, and must describe in detail the efforts made to resolve the issue.
11 The declaration must be served on the Designating Party on the same day it is filed,
12 and proof of this service must be filed with the declaration. Subsequently, within 4
13 days of the filing of the Application, the Designating Party must file a declaration
14 establishing that all or part of the designated material is sealable, by showing good
15 cause or demonstrating compelling reasons why the strong presumption of public
16 access in civil cases should be overcome, with citations to the applicable legal
17 standard. If the Designating Party maintains that only part of the designated material is
18 sealable, the Designating Party must file with its declaration a copy of the relevant
19 material with proposed redactions highlighted. The declaration and, if applicable, the
20 document highlighting proposed redactions will be closed to public inspection. Failure
21 to file a declaration or other required document may be deemed sufficient grounds for
22 denying the Application. If the Application is denied, the Filing Party may file the
23 document in the public case file (i.e., unsealed) no earlier than 4 days, and no later
24 than 10 days, after the Application is denied, unless the Court orders otherwise.

25 **13. FINAL DISPOSITION**

26 Within 60 days after the final disposition of this action, as defined in paragraph

27 _____
28 ¹ As defined by Civil Local Rule 79-5.

² As defined by Civil Local Rule 79-5.

1 4, each Receiving Party must return all Protected Material to the Producing Party or
2 destroy such material. As used in this subdivision, “all Protected Material” includes
3 all copies, abstracts, compilations, summaries, and any other format reproducing or
4 capturing any of the Protected Material. Whether the Protected Material is returned or
5 destroyed, the Receiving Party must submit a written certification to the Producing
6 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
7 deadline that (1) identifies (by category, where appropriate) all the Protected Material
8 that was returned or destroyed and (2) affirms that the Receiving Party has not
9 retained any copies, abstracts, compilations, summaries or any other format
10 reproducing or capturing any of the Protected Material. Notwithstanding this
11 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
12 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
13 deposition and trial exhibits, expert reports, attorney work product, and consultant and
14 expert work product, even if such materials contain Protected Material. Any such
15 archival copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 4 (DURATION).

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18
19 DATED: September 4, 2020

HUGO PARKER, LLP

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21 By: /s/ Bina Ghanaat

22 Bina Ghanaat
23 Attorneys for Plaintiff MaxLite, Inc.
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DATED: September 2, 2020

MORTEN & FAIRCHILD, PC

By: /s/ Aaron B. Fairchild

AARON B. FAIRCHILD
Attorneys for Defendant ATG Electronics,
Inc.

DATED:

LAW OFFICE OF NEAL C. SWENSEN

By: _____
NEAL C. SWENSEN
Attorneys for Defendant David Wyatt

1 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
2 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
3 and expert work product, even if such materials contain Protected Material. Any such archival copies
4 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
5 Section 4 (DURATION).

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.


7 DATED: HUGO PARKER, LLP

8
9
10 By: _____
11 Bina Ghanaat
12 Attorneys for Plaintiff MaxLite, Inc.

13 DATED: September 2, 2020 MORTEN & FAIRCHILD, PC

14
15 By: /s/ Aaron B. Fairchild
16 AARON B. FAIRCHILD
17 Attorneys for Defendant ATG Electronics, Inc.

18 DATED: 9-3-2020 LAW OFFICE OF NEAL C. SWENSEN

19
20 By: 
21 NEAL C. SWENSEN
22 Attorneys for Defendant David Wyatt

23 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24
25 DATED: September 8, 2020 /s/ Autumn D. Spaeth
26 United States Magistrate Judge

27
28

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that
5 I have read in its entirety and understand the Stipulated Protective Order that was
6 issued by the United States District Court for the Central District of California on
7 [date] in the case of *MaxLite, Inc. v. ATG Electronics, Inc. and David Wyatt*, Case No.
8 8:20-cv-01056-JJS-ADS. I agree to comply with and to be bound by all the terms of
9 this Stipulated Protective Order and I understand and acknowledge that failure to so
10 comply could expose me to sanctions and punishment in the nature of contempt. I
11 solemnly promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for the
15 Central District of California for the purpose of enforcing the terms of this Stipulated
16 Protective Order, even if such enforcement proceedings occur after termination of this
17 action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23
24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27
28 Signature: _____

CERTIFICATE OF SERVICE

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I hereby certify that a true and correct copy of the foregoing document was filed with the court and served electronically through the CM-ECF (Electronic Case Filing) system to all counsel of record to those registered to receive a Notice of Electronic Filing for this case on this 4th day of September 2020.

/s/ Debbie DeRivero
Debbie DeRivero