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 11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**  
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 15 OPTRONIC TECHNOLOGIES, INC., d/b/a  
 Orion Telescopes & Binoculars®, a California  
 16 corporation,

17 Plaintiff,

18 v.

19 NINGBO SUNNY ELECTRONIC CO., LTD.,  
 SUNNY OPTICS, INC., MEADE  
 20 INSTRUMENTS CORP., and DOES 1 - 25,

21 Defendants.  
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Case No: 5:16-cv-06370-EJD-VKD

**JOINT ~~PROPOSED~~ ORDER  
 REGARDING SETTLEMENT OF  
 DISPUTE AND LIFTING OF TRO**

**Judge:** Hon. Edward J. Davila

**Compl. Filed:** Nov. 1, 2016

**First Am.** Nov. 3, 2017

**Compl.:**

**Final Pretrial** Oct. 10, 2019

**Conf.:**

**Trial Date:** Oct. 15, 2019

**Judgment:** Dec. 5, 2019

**Final Judgment:** April 9, 2020

1 On July 2, 2020, the Court granted Plaintiff and Judgment Creditor Optronic Technologies,  
2 Inc.'s ("Orion") *Ex Parte* Application for a Temporary Restraining Order and Order Compelling  
3 Defendant and Celestron Acquisition, LLC to Produce Evidence (ECF No. 703) (the "TRO"), and  
4 directed Orion, Defendant, and third-party Celestron Acquisition LLC ("Celestron") to appear  
5 before this Court on July 15, 2020 to show cause why the Court's temporary restraining order  
6 should not continue as a preliminary injunction.

7 During the July 15 hearing, Orion and Celestron advised the Court that they had reached a  
8 settlement that they wished to have entered as an Order of this Court, as follows:

- 9 1. The Court's temporary restraining order is dissolved as of July 15, 2020, the OSC  
10 discharged, and the request for injunction against Celestron withdrawn.
- 11 2. Celestron may sell any and all of the product previously restrained by the TRO  
12 without restriction.
- 13 3. On or before July 17, 2020, Celestron shall electronically wire to Orion (via its  
14 counsel Brauhnagey & Borden's client trust account) the actual amount currently  
15 owed to View Way by Celestron for product View Way sourced through Defendant  
16 Ningbo Sunny Electronic Co. ("Ningbo Sunny"), less View Way's estimated 15%  
17 margin (the "Margin"). The estimated amount due is reflected on the record during  
18 the OSC hearing. Also on or before July 17, 2020, Celestron shall produce to Orion  
19 (or identify for Orion within the existing production to the extent already produced)  
20 the source documents sufficient to identify the amounts currently owed to View  
21 Way.
- 22 4. Orion waives and releases any right, title, interest, possessory interest, or claimed  
23 ownership of the product restrained by the TRO, or any claim to profits earned by  
24 selling that product, or to restrain or enjoin the sale of such product.
- 25 5. On or before Friday, July 24, 2020, Celestron shall produce to Orion (or identify for  
26 Orion within the existing production to the extent already produced) the source  
27 documents sufficient to identify what payments Celestron has made to View Way  
28

1 for products sourced from Ningbo Sunny since January 1, 2020. Celestron will also  
2 produce to Orion, on that same date the wire confirmations showing the payments.

3 6. For any shipments of product previously ordered by Celestron from View Way that  
4 were sourced from Ningbo Sunny that have not yet arrived to the United States,  
5 Celestron may accept the shipment(s) but agrees to pay to Orion (again by wire)  
6 within three (3) business days the amounts Celestron would have owed to View  
7 Way, less the Margin.

8 7. As of July 15, 2020, Celestron agrees only to do business with Ningbo Sunny,  
9 directly or indirectly, provided that it pays all money that would be due to Ningbo  
10 Sunny directly to Orion instead of to Ningbo Sunny, and advises Orion (through its  
11 counsel) within 48 hours of placing any such order. Celestron shall not otherwise do  
12 business with Ningbo Sunny directly or indirectly, except as otherwise agreed by  
13 these parties or by further order of the Court. If Celestron discovers that it purchased  
14 product manufactured by Ningbo Sunny or otherwise done business with Ningbo  
15 Sunny, Celestron shall pay any funds due to Ningbo Sunny to Orion instead.

16 8. This Order is without prejudice to Orion's claim to seek from Celestron damages or  
17 judicial award of funds already paid by Celestron to View Way for product  
18 manufactured by Ningbo Sunny. Celestron reserves all rights and defenses with  
19 respect to any such claim, and this stipulated Order does not constitute an admission  
20 by Celestron that Orion has any legitimate claim to the funds paid to View Way.  
21 Any such relief by Orion may not be sought on an *ex parte* basis, and Orion waives  
22 any right or claim to seek a restraining order or preliminary injunction in connection  
23 with such a claim.

24 9. This Order is without prejudice to Orion's right to seek payment of any Margin  
25 purportedly claimed by View Way.

26 10. Orion and Celestron agree that this Court shall maintain jurisdiction over both Orion  
27 and Celestron for the purposes of interpreting and enforcing the terms of this  
28 stipulated order by all means available to the Court.

1 **IT IS SO ORDERED.**

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3 Dated: July 16, 2020



Hon. Edward J. Davila  
United States District Judge

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