

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

ELECTRALED, INC.,

Plaintiff,

v.

CHAUVET & SONS, LLC,

Defendant.

Case No. 2:24-cv-00511-JRG-RSP

JURY TRIAL DEMANDED

**DECLARATION OF GRANT GOODSON IN SUPPORT OF
DEFENDANT CHAUVET & SONS, LLC'S
MOTION TO DISMISS OR IN THE ALTERNATIVE TO TRANSFER**

I, Grant Goodson, declare:

1. I am National Sales Director at Chauvet & Sons, LLC (“**Chauvet**”). I have been in that position since June 2012, and I have been employed at Chauvet since June 2012. I work in Davie, Florida. I am responsible for managing Chauvet’s U.S. sales team and operations.

2. I provide this declaration in support of Chauvet’s motion to dismiss or transfer for improper venue. I have personal knowledge or have been informed by knowledgeable employees in Chauvet of the following, and if called as a witness, I would testify competently thereto.

3. Chauvet is a Delaware limited liability company. It is headquartered at 3360 Davie Road, Suite 509, Davie, Florida 33314.

4. Chauvet has no offices or other facilities in the Eastern District of Texas¹ or, more broadly, in the State of Texas.

¹ I understand the Eastern District of Texas is comprised of the following counties: Liberty, Hardin, Jasper, Newton, Jefferson, Orange, Shelby, Nacogdoches, San Augustine, Sabine, Houston,

5. Chauvet has no distributors in Texas.

6. Chauvet is not registered to do business in Texas.

7. I understand that the complaint points to <https://www.chauvetdj.com/sales-network/usa-installers/> and alleges that third-party “USA DEALERS,” “USA INSTALLERS,” and “USA RENTALS” that can be found on this website (“Third Parties”), including Sweet Southern Sound in Beaumont, Texas and Batts AVL in Dennison, Texas, are Chauvet’s agents. But these Third Parties are independent business entities that are not owned or controlled by Chauvet. They are not affiliates of Chauvet.

8. Batts AVL’s account with Chauvet has been inactive since September 16, 2023.

9. Moreover, Sweet Southern Sound, and other Third Parties that may be found on the website referenced above, are simply customers of Chauvet that purchase products from Chauvet. They then sell or rent these products or provide installation services to their own customers. These Third Parties are not exclusive to Chauvet; they also sell, rent, or provide installation services for lighting products from Chauvet’s competitors and compete with each other.

10. The Third Parties’ customers are end users of the products. End users are able to locate these Third Parties numerous ways (including via Google or Chauvet’s website) to buy, rent, or obtain installation services from these Third Parties for Chauvet’s products, but they must interact directly with the Third-Parties. Chauvet does not sell or rent products or provide installation services to these end users. Nor do the Third Parties direct their customers to buy or

Trinity, Polk, Angelina, Tyler, Camp, Cass, Harrison, Marion, Morris, Upshur, Collin, Cooke, Delta, Denton, Fannin, Grayson, Hopkins, Lamar, Bowie, Franklin, Red River, Titus, Anderson, Cherokee, Gregg, Henderson, Panola, Rains, Rusk, Smith, Van Zandt, and Wood.

rent from Chauvet. Similarly, the Third Parties provide installation services to end users as their customer. They do not provide installation services to end users for Chauvet.

11. None of the Third Parties is an agent of Chauvet, nor do any of the Third Parties have the authority to bind Chauvet in any manner. Each of these Third Parties operates independently. Chauvet has a business relationship with each of the Third Parties which was the result of an arms-length negotiation. Chauvet is not involved in and does not exercise any control over their operation. Chauvet does not provide regular instructions directing these Third Parties' performance of any repairing, refurbishing, warehousing, and packaging services. None of the owners or operators or employees of these Third Parties are employees or agents of Chauvet.

12. Chauvet does not own or control the real property on which the Third Parties operate. Chauvet also does not have any areas within any of these Third Parties' properties.

13. These Third Parties are not authorized to use Chauvet's trademarks on their signage, or display any signage or information using Chauvet's trademarks, holding their locations out to the public as Chauvet places of business. They are not authorized to hold themselves out as being affiliated with or a representative or agent for Chauvet in their signage, website, or marketing materials.

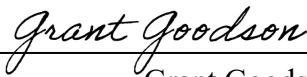
14. I understand that the complaint points to Chauvet's "Dealer Site" located at <https://www.chauvetdealer.com/content/CustomPages/dealerlogin.htm>. The Dealer Site is simply an online platform for Chauvet's customers to place product purchase orders with Chauvet.

15. I understand that Plaintiff attaches "Chauvet & Sons, LLC General Terms and Conditions of Sale" as Exhibit B. This is a form of purchase terms used by Chauvet for sales of its products to its customers. These terms do not apply to the operation of Chauvet's customers'

businesses, and Chauvet's customers do not use these terms when selling products to their own customers.

16. I declare under penalty of perjury under the law of the United States of America that the foregoing statements are true and correct.

Executed on September 13, 2024, in Davie, Florida



Grant Goodson