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Filing date: **09/20/2005**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91164009
Party	Plaintiff BFS Brands, LLC and Bridgestone/Firestone North American Tire, LLC
Correspondence Address	GEOFFREY M. MCNUTT FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, LLP 901 NEW YORK AVENUE, N.W. WASHINGTON, DC 20001-4413
Submission	Motion For Entry of Stipulated Protective Order
Filer's Name	Geoffrey M. McNutt
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Signature	/Geoffrey M. McNutt/
Date	09/20/2005
Attachments	Motion For Entry of Stip Protective Order.PDF (14 pages)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

BFS BRANDS, LLC,)	
)	
AND)	
)	
BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC,)	
)	
Opposers,)	Opposition No. 91164009
)	Application Serial No. 78/347,864
)	Mark: RUBBER KING
)	
v.)	
)	
RUBBER KING TYRES INDIA PVT. LTD.)	
)	
Applicant.)	

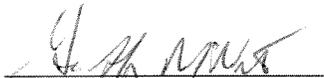
MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

The parties, having agreed that a Protective Order is necessary to govern the exchange of confidential materials and information in these proceedings, hereby submit the enclosed Stipulated Protective Order.

Wherefore, it is respectfully requested that the Board enter the parties' Stipulated Protective Order.

Respectfully submitted,

DATED: September 20, 2005

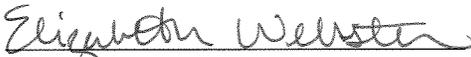
By: 

Douglas A. Rettew
Geoffrey M. McNutt
Finnegan, Henderson, Farabow,
Garrett & Dunner, LLP
901 New York Avenue, NW
Washington, DC 20001-4413
Attorneys for Opposers/Petitioners

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion for Entry of Stipulated Protective Order and executed Stipulated Protective Order was served via United States First Class Mail this 20th day of September, 2005 upon the following:

John Alunit, Esq.
Patel & Alunit
20121 Ventura Blvd., Suite 302
Woodland Hills, CA 91364-2559


Elizabeth Webster
Litigation Legal Assistant
Finnegan, Henderson, Farabow,
Garrett & Dunner, LLP
901 New York Avenue, NW
Washington, DC 20001-4413

2. If any party (or third-party) wishes to designate as confidential any of the information described in paragraph 1 above, the party may designate such information in accordance with the following categories for treatment:

A. Information may be designated by the producing party as “CONFIDENTIAL.”

Only information believed in good faith to constitute confidential, proprietary, and/or trade secret information of the producing party may be designated as “CONFIDENTIAL.”

Access to information designated “CONFIDENTIAL” shall be permitted by the receiving party only to outside counsel for such party, including associates, partners, of counsel attorneys, clerks, legal assistants, stenographic personnel, secretaries, support staff, and to the additional individuals described below, provided each such individual has read this Stipulated Protective Order in advance of disclosure and agreed in writing to be bound by its terms, by signing the Acknowledgment attached hereto as Exhibit A:

(1). One In-House Attorney employed by the receiving party who is designated by the receiving party as requiring access to confidential information in order to participate in policy decisions with reference to this litigation.

(2). Expert witnesses of the parties designated by the parties in connection with this litigation;

(3). Stenographic and clerical employees associated with the individuals enumerated above.

B. Information may be designated by the producing party as “ATTORNEY’S EYES ONLY.”

Only information believed in good faith to be highly sensitive confidential, proprietary, and/or trade secret information of the producing party may be designated as “ATTORNEY’S EYES ONLY.” Access to information that has been designated

“ATTORNEY’S EYES ONLY” by the producing party shall be permitted only to outside counsel of record in this litigation, their associates, partners, of counsel attorneys, clerical, secretarial, and support staff, as necessary, and outside experts retained by a party for the purposes of this litigation.

C. Information that is designated either “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY” shall be maintained in confidence in accordance with the terms of this Stipulated Protective Order and shall be used only for the purposes of this litigation.

3. If it is necessary for a receiving party to file documents or deposition excerpts with the Board that have been designated by the opposing party as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY,” all such materials, and all pleadings or memoranda that reproduce or summarize the information contained in such materials, shall be filed under seal with the Board in envelopes or other suitable containers bearing a statement substantially in the following form:

“CONFIDENTIAL”

"This envelope contains CONFIDENTIAL documents that are filed in this case by (name of party). It is not to be opened, nor the contents displayed or revealed, except by Order of the Board."

or

“ATTORNEY’S EYES ONLY”

"This envelope contains ATTORNEY’S EYES ONLY documents that are filed in this case by (name of party). It is not to be opened, nor the contents displayed or revealed, except by Order of the Board."

If only a portion of the information contained in a pleading or memorandum is subject to designation as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY” pursuant to this Stipulated Protective Order, the party should redact confidential portions from the whole, to the extent practicable, and file the redacted version of the document on the public record and the un-

redacted version under seal. However, where significant redactions would otherwise be required, it may be more reasonable for the party to submit the entire document under seal.

4. The restrictions set forth in any of the preceding paragraphs shall not apply to information that: (a) is, or becomes, public knowledge as shown by publicly available writings, other than through violation of this Stipulated Protective Order; (b) is acquired by a non-designating party from a third-party lawfully possessing such information and/or having no obligation to the owner thereof; or (c) was lawfully possessed by a non-designating party having no obligation to the owner thereof prior to discovery in this lawsuit. Any person who is the author or copy recipient of a document designated “**CONFIDENTIAL**” or “**ATTORNEY’S EYES ONLY**” may be shown the document for the purpose of interrogation of such person by deposition or at trial or during the course of preparation for a deposition or for testimony at trial.

5. Acceptance by a party of disclosure of information pursuant to this Stipulated Protective Order shall not be construed as an admission that the disclosed information constitutes confidential information or trade secrets. A party shall not be obligated to challenge the propriety of a designation of a document or information as confidential at the time made, and failure to do so shall not preclude subsequent challenge to the designation or constitute any admission of confidentiality. In the event that any party to this litigation objects at any stage of these proceedings to the propriety of a designation by the supplying party of any information as confidential, the parties shall first try to resolve such disagreement in good faith on an informal basis. If the disagreement cannot be resolved, the objecting party may seek appropriate relief from the Board, and the designating party shall have the burden of proving, by the preponderance standard, that the information for which confidentiality is claimed is in fact confidential and thus subject to the restrictions of this Order.

6. Any party may apply to the Board for relief from this Stipulated Protective Order or for further protection of confidential information and/or trade secrets. This Order shall not prejudice the movant in any way in making such application. If a party feels that certain of its confidential information is of a character that should not be disclosed even to opposing outside counsel, the party may apply to the Board for appropriate protection.

7. Every document that a producing party wishes to designate “**CONFIDENTIAL**” or “**ATTORNEY’S EYES ONLY**” shall be so marked in a conspicuous manner on each page prior to production to the opposing party. However, the parties may agree that outside counsel may first review potentially responsive documents that have not been marked, with the understanding that all documents selected for copying will be properly marked prior to delivery to the reviewing counsel.

8. If it appears that a portion of a deposition will involve topics appropriate for designation as “**CONFIDENTIAL**,” then persons other than those identified in Paragraph 2.A above shall be excluded from that portion of the deposition, and, if it appears that a portion of a deposition will involve topics appropriate for designation as “**ATTORNEY’S EYES ONLY**,” then persons other than those identified in Paragraph 2.B above shall be excluded from that portion of the deposition. The parties may designate portions of the deposition transcript as “**CONFIDENTIAL**” or “**ATTORNEY’S EYES ONLY**” on the record during the deposition. A party may designate additional portions of the depositions of any of its current or former officers, employees, or agents to be either “**CONFIDENTIAL**” or “**ATTORNEY’S EYES ONLY**” if the deposition involved topics appropriate for such designations. Such additional designations shall expire 40 days after the designating party has received a copy of the transcript of the deposition unless, during such 40 day period, the designating party advises the other party in writing of the pages and lines of the additional portions of the transcript that are designated “**CONFIDENTIAL**” or “**ATTORNEY’S**

EYES ONLY.” With respect to testimony given during the testimony period, the designating party shall indicate on the record at the time the testimony is taken that the testimony contains or is expected to contain confidential information.

9. It is expressly contemplated and agreed that the terms of this Stipulated Protective Order are applicable to confidential information designated as such by a non-party, and/or produced by a non-party in connection with this litigation, and that the parties will treat all such designated confidential information of a non-party in accordance with the terms of this Order.

10. Inadvertent production of documents subject to work-product immunity or the attorney-client privilege shall not constitute a waiver of this immunity or privilege; provided that the producing party shall notify the receiving party of such inadvertent production no later than the first time the producing party knows or should have known of its use by the receiving party. Such inadvertently produced documents shall be returned to the producing party upon request, provided that the producing party makes a showing of the circumstances surrounding the documents' inadvertent production. No use shall be made of such documents during deposition or at trial, nor shall they be shown to anyone who has not already been given access to them subsequent to the request to return them. With respect to the application of any claim of privilege or immunity for inadvertently produced materials, if the parties are unable to reach a satisfactory agreement within five (5) days, the producing party may, within five (5) days thereafter, petition the Board to resolve the matter. The non-producing party shall not disclose the document, for which the belated claim of immunity or privilege is being made, to any persons, other than those persons who have had it in their possession prior to receipt of notification from the producing party, until the expiration of the five (5) day period identified in this paragraph or, if the matter is submitted to the Board, until disposition of the matter. Nothing in this Stipulated Protective Order precludes either party from

petitioning the Board for return of later-discovered, inadvertently produced work-product immunity or attorney-client privileged documents. Any waiver of work-product immunity or attorney-client privilege shall only apply to the inadvertently-produced documents and shall not operate as a waiver of the subject matter(s) encompassed by the inadvertently produced documents.

11. Nothing in this Stipulated Protective Order shall bar or otherwise restrict any attorney from rendering advice to his client with respect to this litigation and, in the course thereof, referring to or relying upon the attorney's examination of "**ATTORNEY'S EYES ONLY**" information, provided, however, that in rendering such advice and in otherwise communicating with his client, the attorney shall not make any disclosure of information designated as "**ATTORNEY'S EYES ONLY.**"

12. Within 30 days of the final termination of this matter, and all subsequent appeals, each receiving party shall, upon request, return to each producing party all materials that have been designated by the producing party as either "**CONFIDENTIAL**" or "**ATTORNEY'S EYES ONLY,**" and shall destroy all copies, digests, or summaries that have been made of, or prepared from, such documents. Outside counsel may retain one copy of documents containing "**CONFIDENTIAL**" or "**ATTORNEY'S EYES ONLY**" information for archival purposes.

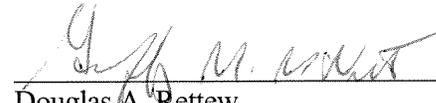
13. The provisions of this Protective Order shall become effective upon execution by counsel for all parties.

IT IS SO ORDERED.

Dated: _____, 2005

Trademark Trial and Appeal Board

Dated: Sept. 20, 2005



Douglas A. Rettew
Geoffrey M. McNutt
Finnegan, Henderson, Farabow,
Garrett & Dunner, LLP
901 New York Avenue, NW
Washington, DC 20001-4413

Counsel for Opposers

Dated: _____, 2005

John Alunit
PATEL &ALUMIT, PC
20121 Ventura Blvd., Suite 302
Woodland Hills, CA 91364

Counsel for Applicant

Dated: _____, 2005

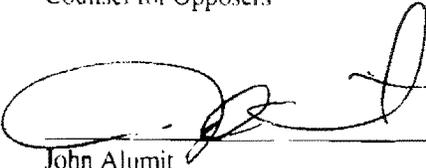
Trademark Trial and Appeal Board

Dated: _____, 2005

Douglas A. Rettew
Geoffrey M. McNutt
Finnegan, Henderson, Farabow,
Garrett & Dunner, LLP
901 New York Avenue, NW
Washington, DC 20001-4413

Counsel for Opposers

Dated: 9/19 _____, 2005



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20121 Ventura Blvd., Suite 302
Woodland Hills, CA 91364

Counsel for Applicant

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

BFS BRANDS, LLC,)	
)	
AND)	
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BRIDGESTONE/FIRESTONE NORTH AMERICAN TIRE, LLC,)	
)	
Opposers,)	Opposition No. 91164009
)	Application Serial No. 78/347,864
)	Mark: RUBBER KING
v.)	
)	
RUBBER KING TYRES INDIA PVT. LTD.)	
)	
Applicant.)	

**ACKNOWLEDGEMENT OF STIPULATED PROTECTIVE ORDER
PROTECTING CONFIDENTIALITY OF INFORMATION REVEALED DURING
BOARD PROCEEDING**

I, _____ (print name), declare that I have been provided with a copy of the Stipulated Protective Order regarding the disclosure of, and protection of, certain types of information and documents during and after the above-captioned opposition proceeding before the Trademark Trial and Appeal Board.

I have read the Stipulated Protective Order and understand its terms and provisions, by which I agree to be bound. Specifically, I agree to hold in confidence any information or documents disclosed to me in conjunction with any part I take in this proceeding.

I declare under the penalty of perjury that these statements are true and correct.

Dated: _____, 2005

Signature

Title

Relationship to or Interest in this Action