

UNITED STATES PATENT AND TRADEMARK OFFICE  
Trademark Trial and Appeal Board  
P.O. Box 1451  
Alexandria, VA 22313-1451  
General Contact Number: 571-272-8500

Mailed: May 5, 2016

Opposition No. 91221923

*Molotov Theatre Group*

*v.*

*Molotov Entertainment*

**Geoffrey M. McNutt, Interlocutory Attorney:**

This case comes before the Board for consideration of Applicant's April 19, 2016, motion to suspend proceedings pending the final determination of a civil action between Michael Wright (the owner and sole proprietor of Applicant) and Opposer in the Superior Court of the District of Columbia, Civil Division.<sup>1</sup> The motion has been fully briefed.<sup>2</sup>

---

<sup>1</sup> *Wright v. Molotov Theatre Group*, Case No. 2016 SC3 000849.

<sup>2</sup> The Board notes Applicant's April 27, 2016, unconsented request for a joint telephone hearing before the Board regarding Applicant's motion to suspend. Applicant indicated that the request for a telephone conference was being made in lieu of the filing of a reply brief in support of its motion. The Board has determined that a telephone hearing is not necessary. Accordingly, Applicant's request for a telephone hearing is denied. Moreover, in its request for a hearing, Applicant presented additional substantive arguments in support of its motion to suspend, including arguments replying to Opposer brief in response to Applicant's motion to suspend. Accordingly, the Board has treated Applicant's April 27, 2016, submission as its reply brief on the motion to suspend.

The civil action is a small claims, breach of contract action in which Mr. Wright (as plaintiff) seeks monetary reimbursement for expenses occurred during his tenure as Opposer's co-artistic director.

The "Statement of Claim" filed by Mr. Wright in the civil action states in full

During my tenure as Co-Artistic Director of Molotov Theatre Group (Sept. 2012 – February 13, 2014) I paid third parties for the custom design, hosting and merchant account for an ecommerce web site and other projects that generated \$3,979 paid to the defendant on 11/22/13. I was terminated on 2/14/14 and have not been reimbursed for related expenses. I am seeking \$4,773 in damages.

See 9 TTABVUE 6.

Applicant, in its motion to suspend, contends that the outcome of the civil action will have a bearing on this Board proceeding at least insofar as the court will need to determine the nature of Mr. Wright's relationship with Opposer – *i.e.*, whether he was a volunteer, employee, or independent contractor – which may have a bearing on whether Mr. Wright, rather than Opposer, is the proper owner of the trademark.

In response, Opposer contends that the civil action involves an alleged breach of contract and unreimbursed costs; that the civil action does not involve allegations of trademark infringement or trademark ownership; and that in resolving the breach of contract claim it is unlikely that the court will make any determination regarding Mr. Wright's relationship with Opposer that would have an effect on this opposition.

Pursuant to Trademark Rule 2.117(a), whenever it comes to the attention of the Board that the parties to a pending case are engaged in a civil action which may have a bearing on the case, "proceedings before the Board *may* be suspended until termination of the civil action[.]" (Emphasis added). Suspension of a Board proceeding

pending the final determination of another proceeding is solely within the discretion of the Board. *See* TBMP § 510.02

Upon careful consideration of the parties' arguments and the statement of claim filed by Mr. Wright in the civil action, the Board is not persuaded that good cause exists to suspend opposition proceedings. The statement of claim does not contain any allegations regarding trademarks or any specific allegations regarding Mr. Wright's relationship with Opposer. On its face, the statement of claim asserts a simple breach of contract claim. Accordingly, the Board is not persuaded that civil action may have a bearing on this opposition. Applicant's motion to suspend therefore is **denied**.

Remaining trial dates are reset as follows.

Discovery Closes	<b>CLOSED</b>
Plaintiff's Pretrial Disclosures	<b>5/29/2016</b>
Plaintiff's 30-day Trial Period Ends	<b>6/27/2016</b>
Defendant's Pretrial Disclosures	<b>7/12/2016</b>
Defendant's 30-day Trial Period Ends	<b>8/26/2016</b>
Plaintiff's Rebuttal Disclosures	<b>9/10/2016</b>
Plaintiff's 15-day Rebuttal Period Ends	<b>10/10/2016</b>

In each instance, a copy of the transcript of testimony together with copies of documentary exhibits, must be served on the adverse party within thirty days after completion of the taking of testimony. Trademark Rule 2.125.

Briefs shall be filed in accordance with Trademark Rules 2.128(a) and (b). An oral hearing will be set only upon request filed as provided by Trademark Rule 2.129.