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

Proceeding	92043516
Party	Defendant Stich, Willi Lorenz Stich, Willi Lorenz 950 Jennings Street Bethlehem, PA 18017
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7 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
8 **TRADEMARK TRIAL AND APPEAL BOARD**

9 JZCHAK N. WAJCMAN dba BILL
10 LAWRENCE PRODUCTS and BILL
11 LAWRENCE GUITAR PICKUPS,

12 Petitioner,

13 vs.

14 WILLI LORENZ STICH a/k/a BILL
15 LAWRENCE,

16 Registrant/Respondent.

) Cancellation No.: 92043516
) Serial Number: 76594437
) Registration Number: 2,303,676
)
)

) **In the matter of Registration No. 2,303,676**
) **Mark: BILL LAWRENCE**
) **Date Registered: December 28, 1999**
)

) **BILL LAWRENCE'S OBJECTIONS TO**
) **DECLARATION OF JZCHAK N.**
) **WAJCMAN IN OPPOSITION TO**
) **REGISTRANT'S MOTION FOR**
) **SUMMARY JUDGMENT AND IN**
) **SUPPORT OF PETITIONER'S MOTION**
) **FOR SUMMARY JUDGMENT**
)
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20 1. Registrant Willi Lorenz Stich a/k/a Bill Lawrence, by his attorney, hereby makes the
21 following objections to the DECLARATION OF JZCHAK N. WAJCMAN IN OPPOSITION
22 TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT OF
23 PETITIONER'S MOTION FOR SUMMARY JUDGMENT.

24 2. Respondent object to the introduction of any attached documents because no request for
25 judicial notice of them was made. Moreover, none of the copies of documents is best evidence,

**BILL LAWRENCE'S OBJECTIONS TO DECLARATION OF JZCHAK N. WAJCMAN IN
OPPOSITION TO REGISTRANT'S MOTION FOR SUMMARY JUDGMENT AND IN SUPPORT
OF PETITIONER'S MOTION FOR SUMMARY JUDGMENT**

1 all contain inadmissible hearsay and are immaterial to the pending motion for summary
2 judgment.

3 3. Respondent objects to Paragraph 2: “I first met STICH in 1965 at a nightclub in
4 Munich, Germany”. This statement is not material the Petition for Cancellation and the pending
5 motions for summary judgment because it is not probative of any issue regarding the validity of
6 the registered trademark Bill Lawrence®. Furthermore, activities in Germany are not relevant to
7 establishing trademark rights in the United States.

8 4. Respondent objects to Paragraph 3: “During my conversation with STICH, STICH told
9 me about and demonstrated a guitar pickup that he had created. A guitar pickup is a coil of wire
10 wrapped around a magnet that amplifies the sound of the guitar strings. Unlike a microphone, a
11 guitar pickup only picks up the vibration of a guitar string – not sound.” This statement lacks
12 foundation and Petitioner WAJCMAN is not an acknowledge expert in guitar pickups. This
13 statement is also immaterial to the Petition for Cancellation and the pending motions for
14 summary judgment because it is not probative of any issue regarding the validity of the
15 registered trademark Bill Lawrence®. Moreover, it is unsupported hearsay and activities in
16 Germany are not relevant to establishing trade mark rights in the United States.

17 5. Respondent objects to Paragraph 4: “Following STICH’s demonstration of his guitar
18 pickup, he and I talked at length about entering the guitar pickup business.” This statement is
19 hearsay and lacks foundation. Moreover, activities in Germany are not relevant to establishing
20 trade mark rights in the United States.

21 6. Respondent objects to Paragraph 5: “The Day after I met STICH, STICH and I started to
22 create a prototype guitar pickup.” This statement is hearsay, lacks foundation, and is immaterial.
23 Moreover, activities in Germany are not relevant to establishing trade mark rights in the United
24 States.

1 7. Respondent objects to Paragraph 6: This statement is hearsay and lacks foundation.
2 Moreover, activities in Germany and German business activity are not relevant to establishing
3 trademark rights in the United States.

4 8. Respondent objects to Paragraph 7: This statement is hearsay and lacks foundation or
5 relevancy. Moreover, activities in Germany and German business activity are not relevant to
6 establishing trade mark rights in the United States.

7 9. Respondent objects to Paragraph 8: This statement is hearsay and lacks foundation.
8 Moreover, activities in Germany and German business activity are not relevant to establishing
9 trade mark rights in the United States.

10 10. Respondent objects to Paragraph 9: This statement is hearsay and lacks foundation.
11 Moreover, activities in Germany and German business activity are not relevant to establishing
12 trade mark rights in the United States.

13 11. Respondent objects to Paragraph 10: This statement is hearsay and lacks foundation.
14 Moreover, activities in Germany and German patents are not relevant to establishing trade mark
15 rights in the United States.

16 12. Respondent objects to Paragraph 11: Respondent objects to this entire paragraph as
17 hearsay and lacking in foundation and relevancy. None of the alleged corporate actions are
18 supported by minutes.

19 13. Respondent objects to Paragraph 12: Respondent objects to this entire paragraph as
20 hearsay and lacking in foundation and relevancy. STICH's alleged statement is neither notarized
21 nor signed under declaration of perjury nor even signed. Respondent objects to Exhibit 2 for the
22 reasons stated above and herein.

23 14. Respondent objects to Paragraph 13: Respondent objects to this entire paragraph as
24 hearsay and lacking in foundation and relevancy. STICH's alleged statement is neither notarized
25 nor signed under declaration of perjury nor even signed.

1 15. Respondent objects to Paragraph 14: Respondent objects to this entire paragraph as
2 hearsay and lacking in foundation and relevancy.

3 16. Respondent objects to Paragraph 14: Respondent objects to Exhibit 3 as hearsay and
4 lacking in foundation and relevancy. There is no explanation of how or why Petitioner
5 WAJCMAN would come into possession of letters addressed to Lawrence, i.e. Bill Lawrence the
6 Respondent. Purported document is not the best evidence.

7 17. Even though Paragraph 14 contains a statement involving a contract or conveyance, it's
8 terms are not included in the Petition for Cancellation and therefore cannot be proven by
9 affidavit. The USPTO may not take judicial notice of the terms contained in the document.
10 Moreover, neither the Petition nor the declaration contain allegations of conditions precedent or
11 that the contract or conveyance was fully performed or even approved by the bankruptcy court.
12 Nor is this copy the best evidence. Respondent objects to Exhibit 4 for the same reasons as
13 stated above.

14 18. Respondent objects to Paragraph 13-14: Respondent objects to this entire paragraph as
15 hearsay and lacking in foundation and relevancy. All of the alleged documents have the same
16 date, i.e. September 24, 1982, without any explanation of how or why these documents were
17 created or how or why WAJCMAN came into possession of these documents. These copies are
18 not the best evidence.

19 19. Respondent objects to Paragraph 15: Respondent objects to this entire paragraph as
20 lacking in foundation and relevancy. The Kent Agreement dealt only with "the trade name Bill
21 Lawrence, or any licenses o related trade names" and is not probative of whether any rights in
22 any trademark were transferred. Even though this statement involves a contract, it's terms are
23 not included in the Petition for Cancellation and therefore cannot be proven by affidavit. The
24 USPTO may not take judicial notice of the terms of this contract. Moreover, neither the Petition
25 nor the declaration contains allegations of conditions precedent or that the contract was fully

1 performed. This statement and contract are not supported by any minutes of corporate
2 proceedings of Lawrence Sound Research. This copy is not the best evidence. Respondent
3 objects to Exhibit 5 for the same reasons as stated above.

4 20. Respondent objects to Paragraph 16: Respondent objects to this entire paragraph as
5 hearsay lacking in foundation and relevancy. Even though this statement involves a contract, it's
6 terms are not included in the Petition for Cancellation and therefore cannot be proven by
7 affidavit. The USPTO may not take judicial notice of the terms of this alleged contract. This
8 statement and contract are not supported by any minutes of corporate proceedings of The
9 Lawrence Connection.

10 21. Respondent objects to Paragraph 17: Respondent objects to this entire paragraph as
11 lacking in foundation and relevancy. Even though this statement involves a contract, it's terms
12 are not included in the Petition for Cancellation and therefore cannot be proven by affidavit, and
13 the USPTO may not take judicial notice of the terms of this contract. Moreover, neither the
14 Petition nor the declaration contains allegations of conditions precedent or that the contract was
15 fully performed. This statement and contract are not supported by any minutes of corporate
16 proceedings of The Lawrence Connection or Lawrence Sound Research. The copy of documents
17 referred to are not the best evidence. Respondent objects to Exhibit 6 for the same reasons as
18 stated above.

19 22. Respondent objects to Paragraph 18: Respondent objects to this entire paragraph since it
20 contains hearsay and lacks foundation and relevancy. Even though this statement involves a
21 contract or "Purchase Agreement", it's terms are not included in the Petition for Cancellation and
22 therefore cannot be proven by affidavit, and the USPTO may not take judicial notice of the terms
23 of this alleged contract. Moreover, neither the Petition nor the declaration contains allegations of
24 conditions precedent or that the contract was fully performed. This statement and contract are
25 not supported by any minutes of corporate proceedings of Degalim, Inc. Degalim, Inc. is a

1 suspended California business. Copies of the documents referred to are not the best evidence.
2 Respondent objects to Exhibit 7 for the same reasons as stated above.

3 23. Respondent objects to Paragraph 19: Respondent objects to this entire paragraph as it
4 contains hearsay and lacks foundation and relevancy. Even though this statement involves a
5 contract, it's terms are not included in the Petition for Cancellation and therefore cannot be
6 proven by affidavit, and the USPTO may not take judicial notice of the terms of this alleged
7 contract. Moreover, neither the Petition nor the declaration contains allegations of conditions
8 precedent or that the contract was fully performed. This statement and contract are not supported
9 by any minutes of corporate proceedings of Degalim, Inc. Degalim, Inc. is a suspended
10 California business. The copies of documents referred to are not the best evidence. Respondent
11 objects to Exhibit 7 for the same reasons as stated above.

12 24. Respondent objects to Paragraph 20: Respondent objects to this entire paragraph as
13 lacking in foundation and relevancy. An unsigned document cannot have any relevance. Not all
14 of the directors of DEGALIM signed this document. This copy of a document is not the best
15 evidence. Respondent objects to Exhibit 9 since it is not fully signed.

16 25. Respondent objects to Paragraph 21: Respondent objects to this entire paragraph as
17 lacking in foundation and relevancy. Even though this statement involves a contract, it's terms
18 are not included in the Petition for Cancellation and therefore cannot be proven by affidavit, and
19 the USPTO may not take judicial notice of the terms of this contract. Moreover, neither the
20 Petition nor the declaration contain allegations of conditions precedent or that the contract was
21 fully performed. This statement and contract are not supported by any minutes of corporate
22 proceedings of Degalim, Inc. Degalim, Inc. is a suspended California business. Copies of
23 documents referred to are not best evidence. Respondent objects to Exhibits 10 and 11 for the
24 same reasons as stated above.

1 26. Respondent objects to Paragraph 23: “For over 20 years, I have continuously used the
2 Bill Lawrence Mark in the United States.” This statement merely states a conclusion and lacks
3 foundation or any supporting evidence. This statement is vague and uncertain as to the meaning
4 of the “Bill Lawrence Mark”. For example, it appears to be just a trade name, i.e. “Bill
5 Lawrence Products.”

6 27. Respondent objects to Paragraph 23: “I have sold guitar pickups under the Bill
7 Lawrence Mark in all fifty (50) states.” This statement lacks foundation and not supported by
8 any evidence. It is irrelevant to establishing trademark rights because merely selling goods does
9 not create any trademark rights.

10 28. Respondent objects to Paragraph 23: “I have been an exhibitor at the NAMM show
11 under the name “Bill Lawrence Product” on numerous occasions beginning in the mid-1980 and
12 more recently the 2002, 2003, 2004 and 2005 NAMM trade shows.” This statement lacks
13 foundation and is unsupported by any documentation. This statement is vague in that “beginning
14 in the mid-1980” is uncertain as to date. This statement is irrelevant because exhibiting under
15 the trade name “Bill Lawrence Products” does not create any rights to the trademark “Bill
16 Lawrence”, which was already registered by 2002.

17 29. Respondent objects to Paragraph 23: “At these NAMM trade shows, I promote my
18 guitar and guitar pickup products that display the Bill Lawrence Mark.” This statement is
19 uncertain and vague as to the meaning of “Bill Lawrence Mark”. If it means “Bill Lawrence
20 Products”, then Petitioner alleges only using a trade name, which is not relevant to establishing
21 trademark rights.

22 30. Respondent objects to Paragraph 24: “I have filed valid fictitious business names that
23 use the Bill Lawrence Mark. Attached hereto as Exhibit 12 is a printout showing these names.”
24 This statement is false because the printout is not an official record. Hence, these copies are not
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1 the best evidence. The only probative value of this statement is that Petitioner WAJCMAN
2 applied for a dba, not that he obtained a “valid” dba:

3 31. Respondent objects to Paragraph 27: “After living several years in Germany, STICH
4 moved back to the United States to work for Gibson Guitar company. STICH told me that he
5 was not a United States Citizen. STICH contacted me periodically at my home of “Bill
6 Lawrence” business 1-800 number and knew that I was selling “Bill Lawrence” guitar pickups.
7 Additionally, STICH knew and approved the BANK selling the Bill Lawrence Mark to
8 DEGALIM and knew that I was selling “Bill Lawrence” guitar pickups in music store.” These
9 statements individually and collectively are hearsay and lack foundation. Moreover, each
10 statement is vague and states a legal conclusion or state of mind and cannot be based on the
11 personal knowledge of the declarant. Petitioner WAJCMAN could not possibly know what is in
12 the mind of Bill Lawrence or STICH.

13 32. Respondent objects to Paragraph 28: “STICH is not famous in the music industry as
14 “Bill Lawrence.” This statement is hearsay and lacks foundation. Moreover, Petitioner
15 WAJCMAN is not an acknowledge expert in the music business and Petitioner WAJCMAN has
16 himself referred to STICH as “Bill Lawrence”.

17 33. For the above stated reasons, Registrant Bill Lawrence moves to strike the entire
18 declaration.

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20 Respectfully Submitted,

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22 _____
23 Gregory Richardson
24 Attorney for Bill Lawrence
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