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

Proceeding	92050920
Party	Plaintiff Intellect Technical Solutions, Inc.
Correspondence Address	William G. Giltinan Carlton Fields, P.A. 4221 W. Boy Scout Blvd, Suite 1000 Tampa, FL 33607-5780 UNITED STATES tgiltinan@carltonfields.com
Submission	Motion to Compel Discovery
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Signature	/William Giltinan/
Date	03/26/2010
Attachments	Motion to Compel.pdf (53 pages)(1595896 bytes)

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

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

MOTION TO COMPEL

Petitioner, Intellect Technical Solutions, Inc. (“Intellect”), by and through its undersigned counsel, moves this Board for entry of an order compelling Respondent to provide documents responsive to requests 1 and 2 of Petitioner's Second Request for Production to Respondent. A copy of Petitioner's Second Request for Production to Respondent, as served on Respondent (Exhibit A), as well as Respondent's responses thereto (Exhibit B) are attached.

Petitioner requests that proceedings be suspended until after this Motion and Petitioner's Motion for Leave to File Amended Petition to Cancel, filed on March 10, 2010 (“Motion to Amend”) are resolved. Petitioner requires Respondent's complete discovery responses to prepare its testimony evidence and requires resolution of the Motion to Amend to prepare its motion for summary judgment.

As is detailed below, Petitioner has made several good faith attempts to resolve the issues raised by this motion, but has been unsuccessful.

As grounds in support of this Motion, Intellect states as follows:

Brief History of Proceedings

Petitioner filed this proceeding on May 6, 2009, after its application for registration of the service mark INTELLECT was rejected based on a likelihood of confusion between Respondent's registration and Petitioner's mark, and after attempts to settle the disputes between the parties broke down.

Petitioner served its First Set of Interrogatories to Respondent and First Request for Production to Respondent on October 5, 2009. Respondent served its First Set of Interrogatories to Petitioner, First Set of Requests for Production of Documents to Petitioner, and First Set of Requests for Admission to Petitioner all on December 24, 2009. A protective order was submitted for approval of the Board on January 15, 2010 and was approved on January 21, 2010.

Petitioner has responded to each of Respondent's interrogatories and requests for admission. To date, Petitioner has also provided one thousand, seven hundred forty-four pages of documents to Respondent in response to Respondent's requests. In contrast, Respondent has provided only seventy-five pages of documents to date, most of which are documents in the publicly available prosecution history of Respondent's registration or are copies of letters and documents provided by Petitioner to Respondent during the course of the parties' attempts to resolve this dispute.

On January 20, 2010, after Respondent's counsel declined to respond to repeated requests for dates during which Respondent would be available for deposition, Petitioner noticed Respondent's deposition for February 4, 2010. On February 1, 2010, Respondent's counsel notified Petitioner that Respondent would not be available to attend deposition on that date. After email exchanges between Petitioner's counsel and Respondent's counsel, Respondent's

attorney agreed to make Respondent available for deposition on February 9, 2010, and Petitioner agreed to reschedule the deposition for that date.

Petitioner took Respondent's deposition on February 9, 2010. During that deposition, Respondent offered testimony that, for the first time, gave Petitioner notice that there are bona fide issues with respect to whether Respondent has used the mark in question in connection with the services in Respondent's registration.

Petitioner notified Respondent's counsel of its intention to seek leave to amend its Petition of Cancellation in light of Respondent's deposition testimony. Respondent's counsel objected vigorously. Petitioner's counsel delayed the filing of its motion until Respondent received its official copy of the deposition (which was provided on March 3, 2010) and had a reasonable period of time to review that transcript. When no resolution was reached between the parties, Petitioner filed the Motion to Amend on March 10, 2010.

On February 11, 2010, two days after Respondent's deposition, Petitioner served Petitioner's second set of discovery requests on Respondent, which requests were targeted to address issues newly raised in Respondent's deposition and to seek narrowed discovery in hopes of resolving objections to Petitioner's first set of discovery requests. The second set of requests included twelve new interrogatories and twenty-six additional document requests. The second set of requests also included one hundred fifty-four requests for admission, primarily targeted at narrowing the issues in this proceeding and resolving Petitioner's concerns regarding the lack of discovery provided by Respondent.

Prior to serving Petitioner's second set of discovery requests, Petitioner contacted Respondent's counsel in three emails (copies of which are attached as Exhibit C) and spoke to Respondent's counsel via telephone, regarding the lack of substantive responses from

Respondent. Respondent's counsel declined to respond to the email communications, which were sent on January 6, 2010, January 8, 2010 and February 1, 2010. When contacted by telephone, Respondent's counsel stated that he had no further documents to provide and that Respondent had no intentions to supplement her responses at that time. Respondent then required that Petitioner provide a detailed list of responses that Petitioner believed to be inadequate. In hopes that the responses to the Petitioner's second set of discovery requests, and in particular the responses to Petitioner's requests for admission, would limit the issues in contention between the parties with respect to Respondent's discovery responses, Petitioner waited for Respondent's second set of responses.

Respondent's second set of responses were served on March 15, 2010. Based on those responses, Petitioner provided Respondent with a detailed list of responses that Petitioner believed to be inadequate (a copy of which is attached hereto as Exhibit D). Following the receipt of that email, Petitioner's counsel and Respondent's counsel conferred by telephone regarding the disputed responses. On March 24, Respondent's counsel informed Petitioner's counsel via telephone that Respondent would supplement her responses in ten days.

Respondent's counsel declined, however, to provide any specific information regarding what new information and documents would be provided. In response to Petitioner's counsel's direct question regarding whether the documents that are the subject of the present motion would be provided with the supplemental responses, Respondent's counsel stated that he "did not know."

Repeatedly during the negotiations between counsel relating to the discovery issues, Petitioner's counsel noted Respondent's delays in substantively responding to Petitioner's discovery requests would materially prejudice Petitioner's ability to meet its obligations under the scheduling order, and requested that Respondent stipulate to an extension of time in order to

allow the discovery issues to be resolved. Respondent's counsel has consistently refused to consent to any extensions. In the most recent set of conversations between Respondent's counsel and Petitioner's counsel, Respondent's counsel said that he would review the question of a stipulated motion for an extension of time with his co-counsel. During the conversation that took place on March 24, Respondent's counsel informed Petitioner's counsel that they refused to stipulate to any extension of time, regardless of the fact that Respondent agreed to supplement its discovery responses, and those supplemented responses would not be provided until after Petitioner's pre-trial disclosures were due. Petitioner's counsel informed Respondent's counsel that, absent a stipulation to extend time at least until the supplemented responses were made available, Petitioner would have no choice other than to compel disclosure and seek a suspension of the proceedings. Respondent's counsel repeated that Respondent would not stipulate to an extension of time.

Documents Evidencing Respondent's Use of its Mark in Commerce

In its First Request for Production to Respondent, Petitioner requested documents identifying customers who purchased services from Respondent, documents evidencing income received from the use of the mark, and documents evidencing expenses incurred in connection with use of the mark. To date, no such documents have been provided.

In Respondent's responses to Petitioner's Requests for Admission, in her responses to requests number 127-140 (copies of Respondent's responses to which are attached as Exhibit E), Respondent admitted that she identified income earned and expenses incurred in connection with the registration that is the subject of this proceeding in her federal and state tax returns. Those tax returns were specifically requested in requests 1 and 2 of Petitioner's Second Request for Production to Respondent, which are the subject of this motion. In its response, however,

Respondent refused to provide such returns to Petitioner, even in light of the fact that no other financial records have been provided, a protective agreement is in place, and Petitioner explicitly instructed that such returns could be reasonably redacted to protect financial information not related to Respondent's use of the mark (see Exh. A at ¶5). As of the date of this filing, Respondent's counsel has refused to confirm that Respondent will provide the requested documents in its supplemented responses. Accordingly, Petitioner respectfully requests that the Board compel Respondent to provide the documents requested in requests 1-2 of Petitioner's Second Requests for Production to Respondent.

Respondent's Undertaking to Supplement Responses

Petitioner notes that the discovery disputes between the parties extend beyond the specific document requests raised in this motion. Respondent's counsel has stated that Respondent will “supplement its responses.” Respondent's counsel, however, has not undertaken to provide the documents that are the subject of this motion. Given the deadlines present in this case, Respondent's refusal to provide meaningful discovery to date, and Respondent's refusal to stipulate to any extensions, Petitioner cannot delay the filing of this motion until Respondent further supplements its responses.

If Respondent provides supplemented responses and documents that adequately respond to Petitioner's discovery demands, Petitioner will voluntarily withdraw its request that the Board compel Respondent to respond to Petitioner's discovery requests. If Respondent declines to fully address each and every disputed discovery request in its supplemented responses, Petitioner will file an amended Motion to Compel addressing those areas in which Respondent's responses remain deficient.

Respondent's Duty to Participate in Discovery in Good Faith

Petitioner respectfully argues that Petitioner is entitled to financial records evidencing Respondent's use of the mark that is the subject of the registration at issue, and evidencing expenditures made in connection with advertising and promotion of services offered in connection with that mark. Petitioner's requests are particularly reasonable given the issues of non-use raised in Respondent's deposition and addressed more fully in Petitioner's Motion to Amend, which includes relevant excerpts from the transcript of Respondent's deposition.

Petitioner further argues that Respondent's lack of disclosure to date, together with Respondent's refusal to state whether or not the specific documents that are the subject of this motion will be provided, conflict with Respondent's discovery obligations under the rules of the Board and the applicable Federal Rules of Civil Procedure.

WHEREFORE, Petitioner respectfully requests that the Board grant this Motion to Compel Discovery and suspend the present proceeding until the discovery issues raised herein and Petitioner's Motion to Amend have been resolved.

Respectfully submitted,

Date: March 26, 2010



William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Motion to Compel counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on March 26, 2010.

Dated: March 26, 2010



William G. Giltinan

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

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

PETITIONER'S SECOND REQUEST FOR PRODUCTION TO RESPONDENT

TO RESPONDENT and its Counsel of Record:

Intellect Technical Solutions, Inc. (Petitioner) hereby requests pursuant to TTAB Rule 2.120 that Milena Soni (Respondent) produce for inspection and copying within 30 days after service of these Requests at the offices of Carlton Fields, P.A., 4221 W. Boy Scout Blvd., Suite 1000, Tampa, Florida 33607 all of the documents and things described herein that are within Respondent's possession, custody or control, and respond in writing to these Requests within the time provided by Rule 34(b) of the Federal Rules of Civil Procedure.

Please read the following definitions and instructions carefully as they apply to all requests in this Petitioner's Second Request for Production to Respondent.

A. As referred to herein, the terms "Respondent", "You", "Your", and "Yours" mean not only Respondent Milena Soni but also any predecessors in title or interest to, and any persons who are, or were at any time to which the claims involved in this case relate, in control or

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otherwise associated with any of the foregoing, as well as any divisions or subsidiaries, and attorneys, agents, employees, salesmen or representatives of any of the foregoing (including without limitation Surjit P. Soni, counsel of record in this Cancellation), whether independent contractors, agents, or otherwise, including all persons purporting to act on behalf of Respondent Milena Soni. The terms "Respondent", "You", "Your", and "Yours" also includes any and all businesses, entities, partnerships, organizations or associations (i) that Milena Soni owns or controls and that performs or has performed any of the Disputed Services, (ii) for which Milena Soni has performed any of the Disputed Services as an owner, officer, member, manager, board member, employee, agent or contractor, or (iii) through which Milena Soni has offered to perform any of the Disputed Services.

B. The term "Petitioner" refers to Intellect Technical Solutions, Inc., the petitioner in this proceeding, and all other persons acting on its behalf or at its direction or under its control, including its employees, agents, representatives and attorneys.

C. The term "Documents" as used herein includes, by way of example, but not by way of limitation, the following items, whether sketched, written, typed, printed, recorded, transcribed, punched, filmed or reproduced by any process that is or has been in the possession, control, care or custody of You, namely: notes, handwritten or otherwise; correspondence; communications of any nature including emails, internal company communications, oral or otherwise; telegrams; memoranda; summaries or records of personal conversations; diaries; reports; schedules; calendars; working papers; studies; publications; tape recordings; pictures or other recorded matter; specifications; charts; plans; graphs; drawings; photographs; price lists; indices;

computer disks, tapes, CD's, DVD's and other electronic recording devices; data sheets; data cards; minutes or records of meetings including directors' meetings; reports and/or summaries of interviews; opinions of counsel; agreements; reports or summaries of negotiations; publications; brochures; pamphlets; advertisements; circulars; trade letters; press releases; writings; graphs; records; data compilations; drafts of documents and revisions of drafts of documents and notes; check stubs; canceled checks; invoices; statements; ledgers; every copy of such writing or records where the original is or is not in the possession, care, custody or control of You; and every copy of such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original. "Documents" further includes all things within the meaning of Rule 34(a) of the Federal Rules of Civil Procedure, and "writings," "recordings" and "photographs," whether "original" or "duplicate," within the meaning of Rule 1001 of the Federal Rules of Evidence.

D. The term "Concerning" includes evidencing, embodying, containing, pertaining to, referring to, alluding to, responding to, relating to, connected with, commenting on, with respect to, about, regarding, discussing, showing, describing, effecting, analyzing and/or constituting.

E. "Communication" means the act or fact of communicating between or among any persons, including in-person conversations, telephone conversations, emails, letters, memoranda, notes, summaries, photographs, audiotapes, videotapes, or other materials or memorials of communication, meetings or occasion of joint or mutual presence, as well as transfer of any document or writing from one person to another.

- F. "Facts" means all circumstances, events and evidence pertaining to or concerning the item in question.
- G. "Supporting" means tending to prove, establish, or corroborate.
- H. "Cancellation" means this proceeding, namely Cancellation No. 92050920 in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board.
- I. "Answer" means the document filed in this Cancellation entitled "Respondent's Answer to Petition for Cancellation."
- J. The term "Including" means "including but not limited to".
- K. The term "All" means "any and all".
- L. The term "Respondent's Registration" means United States ("U.S.") Registration No. 3,009,990 for ENTELLECT, issuing from the USPTO trademark application having serial no. 76/539,434.
- M. The term "ENTELLECT Mark" means the term (for example, but not limited to, mark, service mark, trademark, trade mark or trade name) that is the subject of Respondent's Registration.
- N. The term "Date of First Use" refers to the earliest date of use of a trademark or service mark by the first sale of a product or service in conjunction with the mark, as well as any other date on which such use of such a mark was recommenced after use of the mark was discontinued for more than one month.
- O. The term "Disputed Services" means the services set forth in the Respondent's Registration.

INSTRUCTIONS

1. In answering these requests, you are required to perform a reasonable investigation and to furnish all documents and things in your possession, custody or control, or in the possession, custody or control of any agent, employee, representative (including, without limitation attorneys and accountants), or any other person acting or purporting to act for or on behalf of Respondent or in concert with Respondent, including, without limitation, Surjit P. Soni, counsel of record in this Cancellation.
2. These requests shall be deemed to be continuing so as to require further and supplemental responses in the event additional information is obtained or discovered between the time of the initial responses and the time of a motion, hearing, testimony period, trial or other event in this proceeding.
3. If objection is made to any part of a particular request, that part should be specified (together with the grounds for the objection), and any other portion of the request to which no objection is made should be answered.
4. If any request set forth herein is objected to on the grounds of privilege, state the specific privilege upon which such objection is based, provide sufficient information to permit an evaluation of the propriety of the claim of privilege, and further provide all information responsive to the request which does not fall within the claim of privilege.
5. If any request set forth herein requests a tax return or a portion of a tax return, you may redact all confidential information shown on the responsive document(s) that does not relate to income derived from the Disputed Services or expenses incurred in connection with advertising,

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promoting, offering, or providing the Disputed Services, and may then produce the redacted document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

REQUEST NO. 1: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

REQUEST NO. 2: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

REQUEST NO. 3: All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 4: All written contracts and agreements between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 5: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity

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reasonably believed by Respondent to be doing business as “Potentials Developments, Inc.”, and Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 6: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 7: All written contracts and agreements between Respondent and Kenneth G. Neils, or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 8: All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as “PDI Coaching”, Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 9: All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as “PDI Coaching”, and Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 10: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business

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or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 11: All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

REQUEST NO. 12: All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

REQUEST NO. 13: All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

REQUEST NO. 14: All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

REQUEST NO. 15: All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

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REQUEST NO. 16: All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

REQUEST NO. 17: All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 18: All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.") Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 19: All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 20: All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 21: All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

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REQUEST NO. 22: All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

REQUEST NO. 23: All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

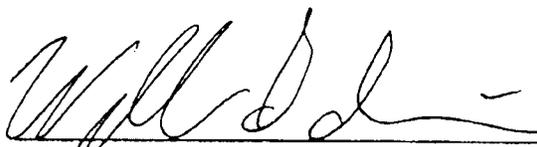
REQUEST NO. 24: All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

REQUEST NO. 25: All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

REQUEST NO. 26: All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

Respectfully submitted,

Date: Feb. 11, 2010



William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

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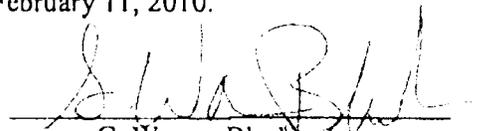
CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Second Request for Production to Respondent on Respondent's counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via Federal Express Overnight Delivery and First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on February 11, 2010.

Dated: February 11, 2010


G. Warren Bleeker

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

INTELLECT TECHNICAL)
SOLUTIONS, INC.)
)
Petitioner,) CANCELLATION NO.: 92050920
v.)
)
MILENA SONI) Reg. No. 3,009,990
)
RESPONDENT.)
_____)

RESPONDENT'S RESPONSE TO PETITIONER'S
SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT, Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure and TTAB Rule 405, hereby responds to the first set of requests for production of documents from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

EXHIBIT B

PLEASE READ THE FOLLOWING RESPONSES AND OBJECTIONS CAREFULLY

GENERAL RESPONSE

RESPONDENT Milena Soni's responses to PETITIONER Intellect Technical Solutions, Inc.'s document production requests are made without waiving, or intending to waive, but on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy or materiality, or any other proper grounds, to the use of the documents for any purpose in whole or in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object to any and all grounds, at any time, to other document production requests or other discovery procedures involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add to, or clarify any of the responses provided herein.

Certain documents may or will be produced in a form that indicates that certain information has been redacted. Information may be or has been redacted on the grounds that the matter (a) is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or (b) is protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege.

RESPONDENT has not fully completed its investigation of matters at issue in this case, and has not completed preparation for trial. The responses herein reflect only the present state

of RESPONDENT's discovery regarding the documents that PETITIONER has requested and represent RESPONDENT's reasonable efforts to provide the information requested. Except as otherwise stated below, an objection to a specific demand does not imply that documents responsive to the specific demand exist. RESPONDENT expressly reserves the right to rely on, at any time, including trial, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight, or inadvertence.

Production of any document is not intended as, and shall not be deemed to be, a waiver of any objection set forth herein. On the contrary, RESPONDENT expressly reserves the right to raise any applicable objection at any time. Moreover, the inadvertent production of documents protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege shall not constitute a waiver of such privileges with respect to those or any other documents. In the event that inadvertent production occurs, PETITIONER shall promptly return all inadvertently produced documents to RESPONDENT upon request, and shall make no use of the contents thereof nor premise any further discovery on information learned therefrom.

GENERAL OBJECTIONS

The following general objections are incorporated into each of the responses below. Notwithstanding the specific responses to any of the demands, RESPONDENT does not waive any of the objections made herein. Any reference to one or more of these General Objections is not a waiver of any other General Objection not referred to by name in any specific response.

1. RESPONDENT objects to Petitioner's document production requests as burdensome and oppressive insofar as they seek information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT will make reasonable effort to respond to each request to the extent that no objection is made, as RESPONDENT understands and interprets the request. If Petitioner subsequently asserts any interpretation of any request for documents that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement its objections and responses.

3. RESPONDENT objects to the entire set of document requests to the extent that it seeks documents that are equally available to both parties.

4. RESPONDENT objects to Petitioner's document production insofar as it seeks documents that contain the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with, or in anticipation of, this or other litigation or business transactions.

5. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents that are protected by the attorney-client privilege or any other applicable privilege.

6. RESPONDENT objects to Petitioner's document production requests insofar as they seek documents that are not relevant to specific claims in RESPONDENT'S defenses or affirmative defenses. Accordingly, the requested documents are outside the scope of discovery set forth in Federal Rule of Civil Procedure 26 (Fed. R. Civ. P.).

7. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents not in RESPONDENT'S possession, custody, or control.

8. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents which, by reason of public filing or otherwise, are already in Petitioner's possession or are readily accessible to PETITIONER.

9. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

10. RESPONDENT objects to PETITIONER'S failure to specify a reasonable place and manner for the document production to take place under Rule 34, which states that "[t]he request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts." RESPONDENT will produce the documents responsive to Petitioner's requests in a way mutually convenient to the parties.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law.

REQUEST FOR PRODUCTION NO. 2:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law.

REQUEST FOR PRODUCTION NO. 3:

All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 4:

All written contracts and agreements between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 5:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 6:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 7:

All written contracts and agreements between Respondent and Kenneth G. Neils, or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 8:

All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by

Respondent to be doing business as "PDI Coaching", Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 9:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 10:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 11:

All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested questionnaires, assessments and tests only refer to those administered for the

purpose of performing the Disputed Services, or include those administered by such person or business(sic) to any other person for any other purpose.

Subject to the foregoing objections and to the extent that Respondent understands the request, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request in that it does not set forth a reasonably particularized category of documents as required by Fed. R. Civ. P. 34.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested assessments and

tests only refer to those administered in connection with performance of the Disputed Services, or include those administered by such person or business entity to any other person for any other purpose.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 13:

All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 14:

All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 15:

All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 16:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 17:

All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 18:

All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.")

Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 19:

All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 20:

All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any

Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 21:

All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 22:

All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 23:

All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 24:

All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 26:

All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

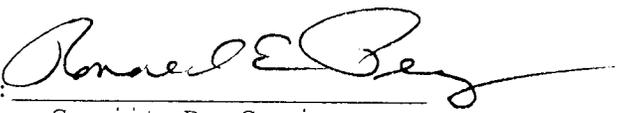
RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

Dated: March 15, 2010

By: 
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled RESPONDENT'S RESPONSE TO PETITIONER'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS was served upon Petitioner via USPS Priority Mail on this 15th day of March, 2010, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239

Ronald E Perez

Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Monday, February 01, 2010 6:15 PM
To: 'Ron Perez'
Cc: 'G. Warren Bleeker'
Subject: INTELLECT/ENTELLECT discovery issues

Ron,

We still have several discovery issues outstanding for which I have not received a response from you. In particular,

1. We still need to know whether you consider the documents numbered SONI-001-075 to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent and, if so, when we can expect them.
2. You objected to several of the interrogatories on the basis that we were requesting financial, confidential or trade secret information. Now that the confidentiality agreement has been signed, those objections are no longer applicable. Please let me know when you will be providing updated responses to those interrogatories.
3. With respect to your response to interrogatory 6, in that response you state that Mr. Soni has knowledge of Mrs. Soni's use of the mark. This creates a potentially delicate situation as Mr. Soni is also acting as counsel to Mrs. Soni in this matter. Accordingly, we ask that you please advise us as to the nature of the information

Please let me know where we stand on these issues as soon as possible so that we can resolve them prior to the close of the discovery window.

Regards,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

William (Ty) Giltinan
Attorney At Law

4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Tuesday, January 19, 2010 7:40 PM
To: 'Ron Perez'
Cc: 'G. Warren Bleeker'
Subject: ENTELLECT
Attachments: Notice of Filing.pdf; RE: Certification of Interrogatory Responses: ENTELLECT Cancellation Proceeding

Ron,

Attached is a copy of the notice of filing of the signed confidentiality agreement with the Board.

We have still not heard back from you regarding the outstanding discovery issues that I emailed you about on 1/8 (email attached). Can you please advise me as to where we stand on those issues?

Thank you,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Friday, January 08, 2010 2:16 PM
To: 'Ron Perez'
Cc: 'Brian Brookey'
Subject: RE: Certification of Interrogatory Responses: ENTELLECT Cancellation Proceeding
Attachments: Confidentiality Agmt.pdf

Ron,

Thank you for providing the certified responses. I also wanted to let you know that Intellect has engaged the Christie, Parker, Hale firm to assist with the depositions in this case. Someone from that firm should be contacting you shortly to discuss convenient times for Mrs. Soni's deposition. If you would like to initiate contact, please get in touch with Brian Brookey, who is CC'd on this email, and is available by phone at 626-795-9900.

As CPH is now outside counsel representing Intellect on this matter, I have asked them to add their signature to the confidentiality agreement previously executed. Attached is a complete copy of the confidentiality agreement, with all signatures, for your files. We will file it with the Board next week.

On other outstanding discovery matters, we currently have three outstanding issues in connection with your responses to our earlier requests:

1. We still need to know whether you consider the documents numbered SONI-001-075 to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent and, if so, when we can expect them.
2. You objected to several of the interrogatories on the basis that we were requesting financial, confidential or trade secret information. Now that the confidentiality agreement has been signed, those objections are no longer applicable. Please let me know when you will be providing updated responses to those interrogatories.
3. With respect to your response to interrogatory 6, in that response you state that Mr. Soni has knowledge of Mrs. Soni's use of the mark. This creates a potentially delicate situation as Mr. Soni is also acting as counsel to Mrs. Soni in this matter. Accordingly, we ask that you please advise us as to the nature of the information that Mr. Soni has and whether he intends to serve as a fact witness in this proceeding.

As our discovery window is limited and you have already represented that Mrs. Soni will not consent to any extensions, we would appreciate your prompt response on these matters.

Regards,
Ty

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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Wednesday, January 06, 2010 10:17 AM
To: Ron Perez
Subject: ENTELLECT Cancellation Proceeding

Ron,

I'm emailing to acknowledge receipt of your emails containing the following files:

1. Confidentiality Agreement - signed by Soni and Intellect (5JAN10).pdf
2. Respondents Document Production Transmittal (5JAN10).pdf
3. Respondents Document Production SONI-001-070 (5JAN10).pdf
4. CONFIDENTIAL - Respondents Document Production SONI-071 to SONI-075 (5JAN10).pdf
5. Respondents Privilege Log Transmittal (5JAN10).pdf
6. Respondents First Privilege Log (5JAN10).pdf
7. RESPONDENT'S FIRST SET OF REQUESTS FOR ADMISSIONS TO PETITIONER.pdf
8. RESPONDENT'S FIRST SET OF INTERROGATORIES TO PETITIONER.pdf
9. RESPONDENTS FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PETITIONER.pdf

We will review the documents in detail and notify you of any questions or issues that arise. In the meantime, I note that we have still not received a signed copy of the interrogatory responses. Please let me know when they will be sent.

Also, based on a brief review of the documents SONI-001-075, it appears that the only documents you provided are the publicly available prosecution history for the trademark registrations, copies of documents we provided to Mr. Soni, and a copy of an agreement to transfer a domain name. Please let me know whether you consider these to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent.

Thank you.

Regards,
Ty

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Please consider the environment before printing this email.

03/25/2010

Giltinan, William (Ty)

From: Giltinan, William (Ty)
Sent: Thursday, March 18, 2010 11:09 AM
To: 'Ron Perez'
Cc: Surjit Soni
Subject: ENTELLECT

Dear Ron,

I am emailing in a final attempt to resolve Intellect's dispute with Mrs. Soni with respect to what Intellect believes to be her insufficient responses to Intellect's discovery requests. I note that prior to sending this correspondence, I have emailed you three times, and have attempted to discuss the dispute with you via telephone, all in a good faith effort to resolve these disputes. In response to those attempts, I have not received a single amended interrogatory response or a single additional responsive document. I also note that, to date, Intellect has provided more than 1,700 pages of documents in response to Mrs. Soni's requests, while Mrs. Soni has provided only 75 pages, many of which were merely reprints of information in the file wrapper and, thus, already in the public record, or copies of materials Intellect had previously forwarded to you.

To avoid any possible doubt as to Intellect's concerns regarding Mrs. Soni's responses, following is a detailed list of the specific requests that Intellect believes are incomplete and insufficient:

INTERROGATORIES

1. Petitioner's First Set of Interrogatories, Interrogatories nos. 4, 5, 7, 8: No answer has been made. Any objection based on the confidentiality of the answer is moot because a confidentiality agreement is in place and has been approved.
2. Petitioner's First Set of Interrogatories, Interrogatory no. 10: Mrs. Soni's answer is insufficient. She states merely that she has provided the services in Los Angeles and "other cities." The Interrogatory calls for a listing of locations. To state "other cities" is an incomplete and insufficient response.
3. Petitioner's Second Set of Interrogatories, Interrogatories no. 14, 15, 19, 20: The interrogatories require Mrs. Soni to "Identify" specific contracts and agreements. The responses simply state that such contracts and agreements exist but makes no attempt to "Identify" them as required by the interrogatory. As such, the responses are incomplete and insufficient.
4. Petitioner's Second Set of Interrogatories, Interrogatories no. 16, 17, 18, 21: The interrogatories require Mrs. Soni to "[d]escribe in detail the nature of the business relationship" between her and the third parties identified in the interrogatories. The responses simply state that agreements between her and the parties exist. This is not a detailed description of the nature of the business relationship. As such, the responses are incomplete and insufficient.
5. Petitioner's Second Set of Interrogatories, Interrogatories no. 24, 25: The interrogatories require Mrs. Soni to "[d]escribe in detail the terms and conditions" of unwritten agreements between her and the third parties identified in the interrogatories. The responses simply states that agreements between her and the parties exist. No attempt is made to describe the terms and conditions of those agreements. This is not a detailed description and, as such, the responses are incomplete and insufficient.
6. We are still awaiting verified copies of the responses to Petitioner's Second Set of Interrogatories.

REQUESTS FOR PRODUCTION

1. Petitioner's First Set of Requests for Production of Documents, Request no. 7: The request requires Mrs. Soni to provide at least representative samples of promotional materials displaying the ENTELLECT mark. In her response to Request for Admission no. 15, she denies that no such documents have been distributed. However,

as yet, none have been produced. Accordingly, the production made with respect to this request is incomplete and insufficient.

2. Petitioner's Second Set of Requests for Production of Documents, Requests nos. 1, 2: The requests require Mrs. Soni to provide tax returns evidencing income made and expenses incurred in connection with her use of the ENTELLECT mark. In the instructions for the requests (par. 5), Intellect specifically stated that all confidential information not related to income or expenses based on the use of the ENTELLECT mark could be redacted. We note that in her response to Requests for Admission nos. 127-140, Mrs. Soni admits the existence of such documents. We further note that not a single document has yet been produced by Mrs. Soni evidencing the existence of any sales of the services recited in her registration or any expenses incurred by her in connection with her use of the mark.

Given that (i) no documents evidencing any sales or expenses have been produced by Mrs. Soni, (ii) Mrs. Soni has acknowledged the existence of the tax returns evidencing such sales and expenses, (iii) Intellect explicitly authorized reasonable redaction of the returns, and (iv) a confidentiality agreement is in place in this case, a flat refusal to provide the requested documents is unreasonable and insufficient.

Please advise me as to whether Mrs. Soni will correct these discovery deficiencies voluntarily. Given the discovery delays we have experienced already, and the deadlines currently in place, we require any supplemental responses and documents no later than March 24th. Absent receipt of sufficient responses prior to that date, Intellect will have no choice other than to file a motion to compel with the Board.

We note that we have an obligation under the TTAB rules to confer with you prior to filing such motion in an attempt to resolve these discovery disputes. Including this email, we have attempted to do so in 4 emails and at least one telephone conversation, all to no avail. We would welcome an attempt on your part to resolve these disputes without the involvement of the Board.

Regards,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

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Attorney At Law

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03/18/2010

known or readily obtainable by Respondent is insufficient to enable Respondent to admit or deny this request.

REQUEST NUMBER 127:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2002 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 127:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 128:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2003 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 128:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

EXHIBIT E

REQUEST NUMBER 129:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2004 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 129:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 130:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2005 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 130:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 131:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2006 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 131:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 132:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2007 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 132:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 133:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2008 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 133:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 134:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2002 California Income Tax Returns.

RESPONSE TO REQUEST NO. 134:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 135:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2003 California Income Tax Returns.

RESPONSE TO REQUEST NO. 135:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 136:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2004 California Income Tax Returns.

RESPONSE TO REQUEST NO. 136:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 137:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2005 California Income Tax Returns.

RESPONSE TO REQUEST NO. 137:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 138:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2006 California Income Tax Returns.

RESPONSE TO REQUEST NO. 138:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 139:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2007 California Income Tax Returns.

RESPONSE TO REQUEST NO. 139:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 140:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2008 California Income Tax Returns.

RESPONSE TO REQUEST NO. 140:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 141:

Admit that Respondent has not claimed a Federal Income Tax deduction for advertising expenses related to the performance of the Disputed Services in connection with the ENTELLECT Mark on any income tax return filed subsequent to May 1, 2002.