

ESTTA Tracking number: **ESTTA722524**

Filing date: **01/25/2016**

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

Proceeding	92062372
Party	Defendant Vinocopia, Inc.
Correspondence Address	DUSTIN R DUFAULT DUFAULT LAW FIRM PC PO BOX 1219 MINNETONKA, MN 55345 UNITED STATES DDuFault@DuFault-Law.com
Submission	Other Motions/Papers
Filer's Name	Dustin R. DuFault
Filer's e-mail	DDuFault@DuFault-Law.com
Signature	/drd/
Date	01/25/2016
Attachments	StipulationProtectiveOrder.pdf(194876 bytes)

good faith contends to constitute or contain trade secret or financial information. To the extent only a portion of a document requires treatment as a Confidential document, the disclosing party shall designate only that portion of the document as confidential, and the receiving party may freely disclose the non-confidential portions of the document.

3. All Confidential documents, along with the information contained in the documents, shall be used solely for the purpose of this action, and no person receiving such documents shall, directly or indirectly, use, transfer, disclose, or communicate in any way the documents or their contents to any person other than those specified in paragraph 4. Any other use is prohibited.

4. Access to any Confidential document shall be limited to:

- (a) the TTAB and its staff;
- (b) Attorneys, their law firms, and their Outside Vendors;
- (c) persons shown on the face of the document to have authored or received it;
- (d) court reporters retained to transcribe testimony;
- (e) the parties;
- (f) outside independent persons (i.e., persons not currently or formerly

employed by, consulting with, or otherwise associated with any party) who are retained by a party or its Attorneys to provide assistance as mock jurors or focus group members or the like, or to furnish technical or expert services, and/or to give testimony in this action.

5. The parties shall have the right to further designate Confidential documents or portions of documents in the areas of trade secret information, or highly sensitive and

commercially competitive business information, as "Confidential - Attorneys' Eyes Only". Documents, or portions of documents, may only be designated as "Confidential – Attorneys' Eyes Only" if the disclosure of such documents to the opposing party's principals would likely result in commercial harm to the disclosing party and place the disclosing party at a competitive disadvantage in the marketplace. Disclosure of such information shall be limited to the persons designated in paragraphs 4(a), (b), (c), (d) and (f).

6. Each person appropriately designated pursuant to paragraphs 4(f) to receive Confidential information shall execute a "Written Assurance" in the form attached as Exhibit A. Opposing counsel shall be notified at least 14 days prior to disclosure to any such person who is known to be an employee or agent of, or consultant to, any competitor of the party whose designated documents are sought to be disclosed. Such notice shall provide a reasonable description of the outside independent person to whom disclosure is sought sufficient to permit objection to be made. If a party objects in writing to such disclosure within 14 days after receipt of notice, no disclosure shall be made until the party seeking disclosure obtains the prior approval of the Court or the objecting party.

7. All depositions or portions of depositions taken in this action that contain confidential information may be designated "Confidential" and thereby obtain the protections accorded other "Confidential" documents. Confidentiality designations for depositions shall be made either on the record or by written notice to the other party within 14 days of receipt of the transcript. Unless otherwise agreed, depositions shall be treated as "Confidential" during the 14-day period following receipt of the transcript.

The deposition of any witness (or any portion of such deposition) that encompasses Confidential information shall be taken only in the presence of persons who are qualified to have access to such information.

8. Any party who inadvertently fails to identify documents as “Confidential” shall, promptly upon discovery of its oversight, provide written notice of the error and substitute appropriately-designated documents. Any party receiving such improperly-designated documents shall retrieve such documents from persons not entitled to receive those documents and, upon receipt of the substitute documents, shall return or destroy the improperly-designated documents.

9. If a party files a document containing Confidential information with the Court, it shall do so in compliance with the Electronic Case Filing Procedures for the District of Minnesota. Prior to disclosure at trial or a hearing of materials or information designated “Confidential”, the parties may seek further protections against public disclosure from the Court.

10. Any party may request a change in the designation of any information designated “Confidential”. Any such document shall be treated as designated until the change is completed. If the requested change in designation is not agreed to, the party seeking the change may move the Court for appropriate relief, providing notice to any third party whose designation of produced documents as “Confidential” in the action may be affected. The party asserting that the material is Confidential shall have the burden of proving that the information in question is within the scope of protection afforded by Fed. R. Civ. P. 26(c).

11. Within 60 days of the termination of this action, including any appeals, each party shall either destroy or return to the opposing party all documents designated by the opposing party as “Confidential”, and all copies of such documents, and shall destroy all extracts and/or data taken from such documents. Each party shall provide a certification as to such return or destruction within the 60-day period. However, Attorneys shall be entitled to retain a set of all documents filed with the Court and all correspondence generated in connection with the action.

12. Any party may apply to the Court for a modification of the Protective Order, and nothing in this Protective Order shall be construed to prevent a party from seeking such further provisions enhancing or limiting confidentiality as may be appropriate.

13. No action taken in accordance with the Protective Order shall be construed as a waiver of any claim or defense in the action or of any position as to discoverability or admissibility of evidence.

14. The obligations imposed by the Protective Order shall survive the termination of this action.

Stipulated to:

Dated: January 25, 2016

By: /s/Dustin R. DuFault/
Dustin R. DuFault
DuFault Law Firm, P.C.
PO Box 1219
Minnetonka MN 55345
Tel: (952) 935-4392
DDuFault@DuFault-Law.com

ATTORNEY FOR REGISTRANT
Vinocopia, Inc.

Dated: January 25, 2016

By: /s/Jean G. Vidal/

Ms. Cristina Arenas Solís
Mr. Germán Corcino Medina
Mr. Jean G. Vidal

QFERRAIUOLI LLC
221 Plaza, 5th Floor
221 Ponce de León Avenue
San Juan, PR 00917

**ATTORNEYS FOR PETITIONER
Bearco, LLC**

EXHIBIT A
WRITTEN ASSURANCE

_____ declares that:

I reside at _____ in the City of _____,
County of _____, State of _____. My telephone number is
_____.

I am currently employed by _____, located at
_____, and my current job title is
_____.

I have read and I understand the terms of the Protective Order dated _____, filed in
Case No. _____, pending in the United States District Court for the District of Minnesota. I agree to
comply with and be bound by the provisions of the Protective Order. I understand that any violation of the
Protective Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated "Confidential" obtained
pursuant to such Protective Order, or the contents of such documents, to any person other than those
specifically authorized by the Protective Order. I shall not copy or use such documents except for the
purposes of this action and pursuant to the terms of the Protective Order.

As soon as practical, but no later than 30 days after final termination of this action, I shall return to
the attorney from whom I have received them, any documents in my possession designated
"Confidential", and all copies, excerpts, summaries, notes, digests, abstracts, and indices relating to such
documents.

I submit myself to the jurisdiction of the United States District Court for the District of Minnesota
for the purpose of enforcing or otherwise providing relief relating to the Protective Order.

Executed on _____
(Date)

(Signature)

CERTIFICATE OF SERVICE

I, Dustin DuFault, attorney for Registrant, certify that on this day, I served STIPULATION FOR PROTECTIVE ORDER by email, having obtained prior written agreement, to the following.

Ms. Cristina Arenas Solís (carenas@ferraiuoli.com)
Mr. Germán Corcino Medina (gcorcino@ferraiuoli.com)
Mr. Jean G. Vidal (jvidal@ferraiuoli.com)
FERRAIUOLI LLC
221 Plaza, 5th Floor
221 Ponce de León Avenue
San Juan, PR 00917

Dated: January 25, 2016

/s/Dustin R. DuFault
Dustin R. DuFault
DuFault Law Firm, P.C.
PO Box 1219
Minnetonka, MN 55345
DDuFault@DuFault-law.com
(952) 935-4392