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I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" SERVICE UNDER 37 C.F.R. 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE ARLINGTON, VA 22202-3513	
<u>Christina London</u>	<u>[Signature]</u>
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of:      Serial No. 75/340,833  
Date of Filing:        August 14, 1997  
Mark:                    ROYAL SUN  
Date of Publication:   September 8, 1998

Sun Life Assurance Company of )  
Canada (U.S.) and Sun Life Assurance )  
Company of Canada, )  
) )  
Joint Opposers, )  
) )  
v. )  
) )  
Royal & SunAlliance USA, Inc. )  
) )  
Applicant. )

Opposition No. 115,231  
Serial No. 75/340,833

OCT 17 11 53 AM '03  
COMMUNICATIONS SECTION

BOX TTAB / NO FEE  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**STIPULATED PROTECTIVE ORDER**

The parties hereto have acknowledged that during the course of this action certain documents and information may be produced which are or may constitute a trade secret, confidential or proprietary research, business or financial information, or otherwise confidential commercial information within the meaning of Rule 26(c) of the Federal Rules of Civil Procedure. The parties are desirous of protecting such confidential information from

inappropriate disclosure, and have therefore stipulated that this Protective Order may be entered by the Board and that it shall govern all confidential information produced in these proceedings.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Definition of Confidential Matter. "Confidential Matter" as used herein means any type or classification of information or document which is designated as confidential by the supplying party, whether it be a document, information revealed during a deposition, information revealed in an interrogatory answer, or otherwise, to or for any of the parties in Opposition No. 115,231.
2. Designation of Confidential Matter: Each deposition transcript page or portion thereof, each interrogatory answer or portion thereof, each produced document or portion thereof, and each answer to a request for admission or portion thereof, which is in good faith deemed by a party to disclose Confidential Matter of that party, shall be so identified and marked CONFIDENTIAL by that party. In the case of deposition transcript pages or portion thereof, the designating party shall advise opposing counsel of the specific pages and lines to be maintained in confidence within twenty (20) calendar days after receipt of the transcript of the deposition. Pending notification from opposing counsel during the twenty (20) calendar-day period, all deposition transcript pages shall be treated as CONFIDENTIAL and may be used only in accordance with such designation under this Protective Order. In the case of responses to interrogatories and requests for admissions, each confidential response shall be preceded by a conspicuous notation that the information to follow is confidential, and each response so designated shall be treated as Confidential Matter.

3. Confidential Matter Designated as “Attorneys Eyes Only”: Confidential Matter of either party may in good faith be designated as CONFIDENTIAL – ATTORNEYS EYES ONLY if it consists of (a) information as to the party’s future advertising, corporate, business or marketing plans that have not been publicly announced; or (b) information as to the party’s development of new products or modifications of old products that have not been publicly announced; or (c) lists or compilations of sales agents, clients, employees, or customers of the party; or (d) confidential financial information of the party; or (e) confidential agreements related to the party’s business; or (f) any other category of information which counsel for both parties agree in writing, or on the record at a deposition, may be designated as CONFIDENTIAL – ATTORNEYS EYES ONLY. Confidential Matter designated as CONFIDENTIAL – ATTORNEYS EYES ONLY may be disclosed only to persons identified by category in Paragraphs 4(a), 4(d), 4(g), and 4(h).
  
4. Treatment of Confidential Matter and Persons Entitled to Access: Until and unless the Board rules that any information document or thing designated as CONFIDENTIAL is not Confidential Matter, or may be disclosed beyond the limits permitted by this Order, access, copying and dissemination of such information, documents and things shall be limited to the following persons:
  - (a) Attorneys in the law firm appearing as a party’s counsel of record in this proceeding and supporting personnel of such attorneys who are working directly on this opposition under the direction of such attorneys and to whom it is necessary that the materials be disclosed for purposes of this opposition.

- (b) Thomas A. Bogart, William S. Pearson, Gregg Fradkin, Eileen Sullivan, and Scott Davis, all of whom are in-house legal counsel for either Sun Life Assurance Company of Canada (U.S.) or Sun Life Assurance Company of Canada (collectively, "Sun Life"), any successor of any of them who is identified in writing to Royal & SunAlliance USA, Inc.'s ("Royal & SunAlliance") counsel of record as a substitute for any of said in-house legal counsel for purposes of this Paragraph 4(b), and supporting personnel of such in-house legal counsel who are working directly on this opposition under the direction of such in-house legal counsel and to whom it is necessary that the materials be disclosed for purposes of this opposition.
- (c) Jayne Hunter and Tamara Stinger, both of whom are in-house legal counsel for Royal & SunAlliance, any successor of either of them who is identified in writing to Sun Life's counsel of record as a substitute for any of said in-house legal counsel for purposes of this Paragraph 4(c), and supporting personnel of such in-house legal counsel who are working directly on this opposition under the direction of such in-house legal counsel and to whom it is necessary that the materials be disclosed for purposes of this opposition.
- (d) Non-employee experts for, or consultants to, a party (hereafter "outside experts"), who are not known to be, or to be employed by, a competitor of the opposing party, and whose advice and consultation are being or will be used by the party in connection with this action, and their staff, stenographic and clerical employees whose duties and responsibilities require access to Confidential Matter.
- (e) In addition to individuals identified in Paragraphs 4(b) and 4(c), not more than two (2) employees of each Opposer and not more than two (2) employees of Applicant whose

advice and consultations are being or will be used by a party hereto in connection with preparation for trial or trial of this action.

- (f) A witness who is to be questioned about Confidential Matter and not otherwise permitted to receive such materials under the provisions herein, provided that counsel of record who seeks to disclose the Confidential Matter first obtains the consent of the counsel of record for the party who designated the Confidential Matter, which consent shall not be withheld unreasonably.
- (g) Board reporters, stenographers, clerks, law clerks, and other Board personnel employed by the Board.
- (h) Court reporters, persons operating video equipment in depositions, and other persons engaged in preparing transcripts of testimony or hearings for this proceeding.

5. Restrictions on Use and Dissemination of Designated Information: All documents and information produced by a party in the course of this opposition and designated as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY pursuant to this Protective Order shall be used by the receiving party solely for the purpose of this opposition or any appeal therefrom. Any person receiving Confidential Matter designated pursuant to the provisions of this Protective Order shall be advised of this Protective Order. Any person, other than those identified in Paragraphs 4(a), 4(b), 4(c), 4(g), and 4(h), to whom all or any part of Confidential Matter designated under this Protective Order is shown, shall agree to be bound by its terms prior to such disclosure, by signing the Confidentiality Understanding, the form of which is attached hereto as Appendix A. The original of each such Confidentiality

Understanding shall be retained by the party's counsel disclosing such Confidential Matter, and a copy shall be served on counsel for the adverse party prior to the disclosure of any such Confidential Matter to any such person.

6. Certain Information Not Subject to Scope of Order: The restrictions of this Protective Order shall not apply to information which (a) was, is or becomes public knowledge, provided that such information does not become public knowledge by any act or omission of the receiving party, its employees, or agents which would be in violation of this Protective Order or other law, or (b) was or is acquired on a non-confidential basis from a third party rightfully and lawfully possessing such information and having no obligation of confidentiality to the designating party, or (c) the receiving party can establish that the information was in its rightful and lawful possession at the time of disclosure or is developed independently by the receiving party without the use of Confidential Matter. Challenging the designation of information as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY shall be governed by Paragraph 10.
7. Exceptions by Board Order or by Agreement by Parties: Nothing shall prevent disclosure beyond the terms of this Protective Order if the party designating the Confidential Matter consents in writing to such disclosure, or if the Board, after notice to the other party and the opportunity to be heard, orders such disclosure.
8. Maintenance of Confidential Matter: All Confidential Matter shall be maintained under the direct control of counsel of record who shall be responsible for preventing any disclosure thereof, except in accordance with the terms of this Protective Order. Nothing herein, however, shall restrict counsel of record from making working copies, abstracts and digests

of Confidential Matter for use in connection with this action, and such working copies, abstracts and digests shall be deemed CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY information, as designated on the source documents, under the terms of this Protective Order. Further, nothing herein shall restrict counsel of record from converting or translating CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY materials into machine readable form for incorporation into a data retrieval system used in connection with this action, provided that access to such CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY information, in whatever form stored or reproduced, shall be limited to those persons entitled to receive such information pursuant to the terms of this Protective Order. Upon final termination of this proceeding, the parties' respective counsel of record shall promptly (a) return all Confidential Matter of the adverse party, as well as all other documents and materials produced by the adverse party in response to any discovery request, including all copies thereof, or (b) destroy all such Confidential Matter and other produced documents and materials and provide opposing counsel, upon request, with a written statement certifying that all such Confidential Matter and other produced documents and material have been destroyed; provided, however, that counsel of record may retain copies of all produced documents and materials filed with the Board, all deposition transcripts and exhibits, all pleadings, correspondence, memoranda, notes, and work product in whatever form stored or reproduced, and whether or not they contain or refer to Confidential Matter, and provided that all such documents and information that are not returned or destroyed shall remain subject to this Protective Order.

9. Inadvertent or Unintentional Disclosure: The inadvertent or unintentional disclosure by the producing party of documents or information in this proceeding, regardless of whether the

information was designated as Confidential Matter at the time of disclosure, shall not be deemed a waiver in whole or in part of a party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Counsel for the parties shall in any event, to the extent possible, upon discovery of inadvertent or unintentional disclosure, cooperate to restore the confidentiality of the designated Confidential Matter. Upon receipt of written notification and identification of inadvertent or unintentional disclosure of CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY information, the receiving party shall either mark the materials with the appropriate designation or return them to the producing party for such marking.

10. Challenges to Designations: A party shall not be obligated to challenge the propriety of a designation under this Protective Order at the time made, and failure to do so shall not preclude a subsequent challenge thereto. In the event that either party disagrees at any point in these proceedings with the designation by the supplying party of any designated Confidential Matter, the parties shall first attempt to resolve such dispute in good faith as follows. If the receiving party desires to treat Confidential Matter as nonconfidential, counsel for the receiving party must inform counsel for the designating party of the pertinent circumstances twenty (20) days in advance of treating such Confidential Matter as nonconfidential. If no objection is made within such twenty (20) day period, then such designated Confidential Matter may be treated as nonconfidential. The twenty (20) day period for objections may be reduced by agreement of the parties and any request for reduction of such time period will not be unreasonably refused.



If an objection is made, the designated Confidential Matter must be treated as subject to this Protective Order until the objection is resolved by the parties or the Board. Any party may bring before the Board the question of whether designated Confidential Matter may be treated as nonconfidential and the party asserting confidentiality shall have the burden of proving the designation was proper. The parties shall continue to treat Confidential Matter as CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY and to use the Confidential Matter only in the manner authorized by this Protective Order until the Board rules that it may be treated otherwise. The parties may, by written stipulation, provide for exceptions to this Protective Order.

11. Filing of Briefs or Declarations Containing Confidential Matter:

(a) In the event that a party wishes to use any Confidential Matter designated under this Protective Order in any affidavit, brief, memorandum of law, or other paper filed with the Board in this opposition, such Confidential Matter used therein shall be filed under seal and maintained under seal by the Board. To facilitate compliance with this Order by the Clerk of the Board, material filed under the designation CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY shall be contained in a sealed envelope bearing such designation on its front face. In addition, the envelope shall bear the caption of the case, shall contain a concise inventory of its contents for docketing purposes that does not disclose CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY material, and shall state thereon that it is filed under the terms of this Protective Order and is not to be disclosed or revealed except to the Board and counsel of record for the parties, or by order of the Board.

(b) Should oral argument be held in this proceeding before the Board or before any court on appeal from a decision of the Board, the parties' respective counsel shall not disclose any Confidential Matter of the adverse party during such argument except in camera or by prior agreement of the parties or as ordered by the Board.

(c) Before any transcript of a deposition or other testimony containing CONFIDENTIAL or CONFIDENTIAL – ATTORNEYS EYES ONLY information is filed with the Board, either party may place the following notice on an envelope containing such transcript (or a designated portion thereof) and any exhibits annexed thereto containing CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY information:

**CONFIDENTIAL MATTER**

By order of the Trademark Trial and Appeal Board, this envelope is to remain sealed and the contents thereof shall not be revealed to any person other than the Board or attorneys of record for the parties until further order of the Board.

12. Modification of Protective Order: The parties expressly reserve the right to modify and/or otherwise amend the terms of this Protective Order by mutual agreement in writing or further order of the Board, after notice to the other party and opportunity to be heard.
13. Continuing Effect: Insofar as the provisions of this Protective Order entered in this action restrict the communication and use of the documents produced thereunder, information disclosed, or deposition or other testimony provided, this Protective Order shall remain binding after the final termination of this proceeding except that either party may seek the written permission of the other party or further order of the Board, after notice to the other

party and opportunity to be heard, with respect to dissolution or modification of this Protective Order.

14. Advice to Client Based on Confidential Matter: Nothing in this Protective Order shall bar or otherwise restrict counsel of record from rendering legal advice to his client with respect to this opposition and in the course thereof, referring to or relying upon counsel of record's examination of Confidential Matter; provided, however, that in rendering such legal advice and in otherwise communicating with his clients, counsel of record shall not disclose any Confidential Matter or the source thereof.
  
15. Discovery Objections, Claim of Privilege: It is not the intention of this Protective Order to deal with any discovery objections to produce, answer or respond on the grounds of attorney-client privilege or work product or to preclude any party from seeking further relief or protective orders from the Board as may be appropriate under the Federal Rules of Civil Procedure.
  
16. Inadvertent Disclosure of Privileged Material or Work Product: The inadvertent or unintentional disclosure or production of privileged documents or information or attorney work product shall be without prejudice to any claim that the document or information is privileged or is protected from discovery as work product, and the parties shall not be held to have waived any privilege or work product claims by such inadvertent or unintentional disclosure or production. Promptly upon discovery of such inadvertent or unintentional disclosure or production, a party shall notify the other party in writing and request return of the materials for which privilege or work product is claimed. The party receiving such notification shall promptly return such materials claimed to be privileged or work product.

17. Examination of Witnesses Regarding Confidential Matter: Notwithstanding any of the provisions of this Protective Order, any witness subject to a noticed deposition in this opposition and his counsel of record may be shown, and questioned concerning, any document of which he is alleged or claims to be the author or a recipient. Nothing in this Order shall preclude Board officials, jurors or any certified reporter retained to transcribe or videotape depositions in this opposition from access to Confidential Matter materials during judicial proceedings or depositions in this opposition.
18. Treatment of Confidential Matter Produced by Third Parties: If in the course of this action discovery is sought from third parties which would require such parties to disclose and/or produce Confidential Matter designated as CONFIDENTIAL or CONFIDENTIAL - ATTORNEYS EYES ONLY, such third parties may gain the protections of this Protective Order by simply agreeing in writing to produce documents pursuant to this Protective Order and to be bound by it. No further order of the Board shall be necessary to extend the protections of this Protective Order to third parties.
19. Disclosure of Confidential Matter Sought by Third Parties: If any party is subpoenaed in another action, served with a demand in another action to which it is a party, or is served by any legal process by one not a party to this action, seeking any Confidential Matter of the other party hereto, the party shall give written notice by hand or facsimile transmission within ten (10) days of receipt of such subpoena, demand, or legal process to the other party, and shall object to its production to the extent permitted by law, setting forth the existence and terms of this Protective Order. Nothing herein shall be construed as requiring the party or anyone else covered by this Protective Order to challenge on appeal any order requiring

production of Confidential Matter subject to this Protective Order, or to subject itself to any penalties for noncompliance with any legal process or order, or to seek any relief from the Board.

IT IS SO ORDERED.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

STIPULATED TO:

ROYAL & SUNALLIANCE USA, INC.

Date: March 5, 2003

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Mark D. Giarratana  
Alexandra B. Stevens  
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SUN LIFE ASSURANCE COMPANY OF  
CANADA (U.S.) and SUN LIFE ASSURANCE  
COMPANY OF CANADA

Date: March 3, 2003

Kristina Rosette  
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APPENDIX A

**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD  
OF THE U.S. PATENT AND TRADEMARK OFFICE**

Sun Life Assurance Company of	)	
Canada (U.S.) and Sun Life Assurance	)	
Company of Canada,	)	
	)	Opposition No. 115,231
Joint Opposers,	)	
	)	Serial No. 75/340,833
v.	)	
	)	
Royal & SunAlliance USA, Inc.	)	
	)	
Applicant.	)	

**CONFIDENTIALITY UNDERSTANDING**

I, \_\_\_\_\_, currently reside at \_\_\_\_\_  
(name) (address)  
\_\_\_\_\_ and am employed by \_\_\_\_\_  
(address) (employer)  
located at \_\_\_\_\_  
(address)  
as \_\_\_\_\_.  
(position)

I HEREBY ACKNOWLEDGE THAT I AM TO RECEIVE CONFIDENTIAL Matter designated under a Protective Order in the above-captioned opposition. I hereby certify my understanding that such Confidential Matter is being provided to me pursuant to the terms and restrictions of a Protective Order dated \_\_\_\_\_ in the above-captioned opposition and that I have been given a copy of, have read, and understand said Protective Order and agree to be bound by the terms thereof. I understand that any copy I make of any Confidential Matter designated under the Protective Order containing information or any notes or other records that I make regarding such Confidential Matter shall be returned to the custody of

the attorneys of record who provided me with such Confidential Matter after use by me in connection with the captioned matter.

I further agree and do hereby submit myself to the jurisdiction of the above-captioned Board in all matters concerning enforcement or violation of the Protective Order. For this purpose, I may be served and do hereby accept service by registered mail, return receipt requested, at the following address:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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TTAB



CUMMINGS & LOCKWOOD LLC

03-06-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30

March 6, 2003

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Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**Re: Opposition No. 115,231**  
**U.S. Trademark Serial No. 75/340,833**  
**ROYAL SUN**  
**Our Ref.: 695326.0050**

Dear Madam:

Enclosed for filing is a Stipulated Protective Order for Opposition No. 115,231.

Kindly indicate your receipt of this document by applying your date stamp to the enclosed postage-prepaid postcard and drop it in the mail to us.

Respectfully submitted,

Christina London

/cl  
Enclosures

cc: Royal & SunAlliance USA Inc.  
Kristina Rosette, Esq.  
Alexandra Stevens, Esq.  
Mark D. Giarratana, Esq.

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