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

Proceeding	91234467
Party	Defendant BGK Trademark Holdings, LLC
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Date	08/18/2017
Attachments	2017-8-18 Motion for Protective Order Meet and Confer.pdf(570991 bytes) 2017-8-18 Washington Declaration.pdf(921206 bytes)

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

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER Published in the Official Gazette of January 10, 2017 in all designated classes (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY, Opposer, v. BGK TRADEMARK HOLDINGS, LLC, Applicant.	Opposition No. 91234467 Serial No. 86883293 Mark: **BLUE IVY CARTER**

MOTION FOR ENTRY OF PROTECTIVE ORDER

Applicant BGK Trademark Holdings, LLC ("BGK") respectfully moves the Board for entry of an alternate protective order in the above-captioned matter, pursuant to 37 C.F.R. sections 2.116(g) and 2.120(g), TBMP sections 412.02(a) and 526, and Federal Rule of Civil Procedure 26(c)(1). Opposer Blue Ivy ("opposer") refused BGK's reasonable request for an alternate protective order with (1) an expanded definition of "Confidential" information, and (2) an express term stating that—consistent with TTAB Rules and precedent—terminating sanctions may be available for a violation. Opposer's refusal appears to be an attempt to harass BGK's principal, invade her privacy, and escape any

consequences for doing so. Opposer provides no legitimate rationale for refusing BGK's request—and certainly not one that outweighs BGK's legitimate privacy and safety concerns.[1]

BACKGROUND

A heightened protective order is necessary here. BGK is the holding company for the trademarks belonging to acclaimed artist Beyoncé Knowles-Carter ("Mrs. Carter"). Due to Mrs. Carter's international prominence, she must take extraordinary precautions to preserve her privacy and ensure the safety and security of both herself and her young family. The need for such vigilance is a simple, unfortunate reality today, with paparazzi literally camped outside her home, and tabloids offering top dollar to anyone knowing her location or personal information.[2]

On July 20, 2017, opposer inexplicably served a notice of deposition on BGK demanding that Mrs. Carter appear for deposition at opposer's counsel's

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[1] Attached hereto as Exhibit A is a proposed alternate protective order, reflecting BGK's requested modifications to the Board's standard protective order. Attached hereto as Exhibit B is a proposed protective order containing the modifications opposer proposed in response to BGK's proposal. Attached hereto as Exhibit C is a redline comparison demonstrating the differences between Exhibits A and B.

[2] Just last month the birth certificates—and other private details—of Mrs. Carter's newborn twins were released by tabloids around the globe. *E.g.*, TMZ.COM, http://www.tmz.com/2017/07/18/beyonce-jay-z-twins-rumi-sir-carter-birth-certificates/; DAILYMAIL.CO.UK, http://www.dailymail.co.uk/tvshowbiz/article-4708126/Birth-certificate-Beyonce-s-twins-revealed.html.

office on August 25, 2017.[3] Washington Decl., Ex. 1. BGK's counsel informed opposer's counsel that deposition dates should not be declared unilaterally and it had a scheduling conflict with opposer's unilaterally selected date. *Id.*, Ex. 2. The parties then met and conferred telephonically in an attempt to resolve the scheduling issue. *Id.* ¶ 3. During that call, BGK requested that opposer agree to keep confidential any information about Mrs. Carter's availability, location, and deposition logistics. *Id.* Amazingly, opposer refused this simple request. *Id.*

Moreover, opposer took the position that such information is somehow a "matter[] of public concern" and declared that it was "not willing to suppress [such] information" because it "is not properly designated as confidential." *See id.*, Ex. 2. Opposer then made a tacit—and clearly intended—threat to disclose such information to the press, representing that although it did not have "any *present* intent to disclose details," it could not agree to what it deemed "a gag order." *See id.*, Ex. 2 (emphasis added). It is troubling that opposer refused to agree not to

[3] It is noteworthy that opposer noticed Mrs. Carter, rather than any of the BGK employees more likely to possess *actual* information relevant to this matter, such as a person most knowledgeable from BGK. Equally notable is the fact that opposer also served a notice of its intent to subpoena Mrs. Carter's husband Shawn "Jay Z" Carter ("Mr. Carter")—an equally prominent artist—and sought the Carters' home address for service. Declaration of Laura R. Washington ("Washington Decl.") ¶ 6, Ex. 3. Needless to say, BGK refused to provide that private information, as Mrs. Carter may be contacted through undersigned counsel, and Mr. Carter is neither represented by undersigned counsel nor an employee or officer of BGK. *Id.* ¶ 6.

publicize Mrs. Carter's whereabouts, and calls into question opposer's actual motives.[4]

Because of opposer's suspect position, BGK now hereby requests modifications to the Board's standard protective order to ensure that (1) private information about Mrs. Carter's family and business dealings—irrelevant to this proceeding—is treated as confidential; (2) the time, date, and location of any possible deposition of Mrs. Carter (or her family members) are kept confidential; and (3) sanctions be available for violations of the protective order. *See id.* ¶¶ 2-6, Ex. 2. BGK's request is both necessary and reasonable. Mrs. Carter relies—to the extent practicable—on confidentiality of her personal life and whereabouts to ensure her and her family's physical safety, to minimize the intrusive (and costly) use of extensive security, and to reduce the dangerous pandemonium that so often marks Mrs. Carter's public appearances. BGK and Mrs. Carter's privacy and safety concerns have only been heightened by the fact that developments in this matter somehow keep finding their way into the press.[5]

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[4] Opposer's notice of its intent to subpoena Mrs. Carter's husband, *see supra* note 2, similarly warrants skepticism as to opposer's actual motives.

[5] *E.g.*, *Beyonce Battling With Event Planner Over Blue Ivy Carter Trademark*, US WEEKLY (June 8, 2017), http://www.usmagazine.com/celebrity-news/news/beyonce-battling-with-event-planner-over-blue-ivy-carter-trademark-w486745.

DISCUSSION

A heightened protective order for discovery (and the information revealed therein) is necessary in this proceeding. The Board has the power and right when warranted to substitute the standard protective order in *inter partes* proceedings with an alternative order. 37 C.F.R. § 2.116(g). In addition, the Board "may make any order which justice requires to protect a party from annoyance, embarrassment, oppression, or undue burden or expense . . . ." 37 C.F.R. § 2.120(g). "[I]n determining whether a protective order should be modified, the [Board] must balance the privacy interests of the parties against the public interest in access to the discovery information." *Baystate Techs., Inc. v. Bowers*, 283 F. App'x 808, 810 (Fed. Cir. 2008); *accord Phillies v. Phila. Consol. Holding Corp.*, 107 U.S.P.Q.2d 2149, 2152 (T.T.A.B. 2013) (Board has "discretion to manage the discovery process in order to balance the requesting party's need for information against any injury that may result from discovery abuse"). As such, the Board may "attach to discovery any terms or conditions" necessary to protect "privacy or . . . other rights or interests that may be implicated." *See Tavoulareas v. Washington Post Co.*, 111 F.R.D. 653, 661 (D.D.C. 1986).

BGK made the simple request that opposer respect Mrs. Carter's privacy as to matters wholly irrelevant to the determination of this matter. Opposer refused, declaring it would not ensure (1) the confidentiality of private personal information

about the Carters irrelevant to this proceeding learned in discovery; (2) the confidentiality of logistics surrounding the Carters' possible appearance(s); and (3) the availability of terminating sanctions for violation of the protective order. BGK, thus, respectfully requests that the Board adopt the proposed protective order attached as Exhibit A. In the alternative, BGK requests that the Board issue the protective order attached as Exhibit B hereto (containing terms opposer has proposed) and simultaneously order opposer to keep confidential the logistics of the Carters' possible deposition(s).[6]

A. Irrelevant Details About Mrs. Carter's Private Life And Non-Public Business Dealings Are Properly Treated As Confidential.

The definition of "Confidential" information that BGK proposes aims to keep confidential private facts about Mrs. Carter's personal life and non-public business dealings. *See* Ex. A ¶ 1. Nothing more. For instance, to the extent opposer learns in discovery any information about Mrs. Carter's relationship with her husband, children, or parents that has no bearing on whether BGK's application for the BLUE IVY MARK is proper, BGK requests that such information be kept confidential. *See id.* BGK further seeks confidentiality for

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[6] For the avoidance of doubt, the requested protective orders seek only to seal the ***logistics*** of depositions from public disclosure, not prophylactically seal the testimony which may be adduced therein. Not until after Mrs. Carter (or any other deponent) has been deposed could the parties assess whether actual testimony is confidential in nature. For the further avoidance of doubt, BGK does not concede the relevance or necessity of a deposition of either Mr. or Mrs. Carter. Others who work at BGK are the persons most knowledgeable of facts relevant to this proceeding.

Mrs. Carter's non-public, irrelevant business endeavors in the music, film, and fashion industries, which likewise have no relation to whether the BLUE IVY CARTER mark may be registered. *Id.*

Mrs. Carter's privacy interest in keeping those intimate personal details and non-public business dealings confidential easily outweighs any ostensible legitimate public interest in learning them in the context of this matter. *See Baystate*, 283 F. App'x at 810. Opposer's only possible interests in publicizing such information are either (1) to harass Mrs. Carter, or (2) to benefit (financially or otherwise) from releasing such information to media outlets. Neither purpose is proper. *See United States v. Hickey*, 767 F.2d 705, 708 (10th Cir. 1985). The Board should, thus, issue the requested protective order attached as Exhibit A.

B. The Logistics Of Potential Depositions Must Be Kept Confidential To Ensure Mrs. Carter And Her Family's Safety.

The logistics of potential depositions of the Carters are also properly given confidential treatment. The Board is empowered to issue any discovery limitations necessary to protect parties' privacy and safety. *See Tavoulareas*, 111 F.R.D. at 661; *see also Hickey*, 767 F.2d at 708 ("generalized claim that the file might contain helpful matter does not outweigh [a] justifiable concern with safety"). Mrs. Carter's privacy and safety interests must outweigh any supposed interest opposer may have in making that information public. Indeed, the Tenth Circuit has

specifically condemned the use of discovery to "gratify private spite or promote public scandal," which opposer appears poised to do. *See Hickey*, 767 F.2d at 708.

Opposer's contention that sealing such information "restrains speech about matters of public concern" is nonsense. *See* Washington Decl., Ex. 2. The date, time, and location of Mrs. Carter's possible deposition—and her availability therefor—are ***not*** legitimate matters of "public concern," which is opposer's sole claimed basis for opposing BGK's legitimate, limited request. Those logistics have zero relevance to the substance of any fact at issue in this proceeding.

"The purpose of discovery is to advance the case by requiring parties to share certain relevant information upon request, so that the issues for trial may be focused and the case may proceed in an orderly manner within reasonable time constraints." *Domond v. 37.37, Inc.*, 113 U.S.P.Q.2d 1264, 1265 (T.T.A.B. 2015). Discovery is ***not*** intended to enable "harassment," whereby a litigant provides advance notice to the media that her opponent—one of the most visible public figures in the world—will be appearing at a specific location at a specific time. *See Phillies*, 107 U.S.P.Q.2d at 2152. Opposer has no legitimate interest in publicizing this information. Opposer impermissibly seeks to harass Mrs. Carter and seek further media attention for itself by exploiting Mrs. Carter's vulnerability.

If opposer publicizes the date, time, and location of Mrs. Carter's possible deposition, that location will almost certainly be inundated with media outlets and

others. As a result, Mrs. Carter would be forced to undertake additional security precautions and expenses to ensure her safety. And the location would necessarily have to do the same to ensure the safety of others. As such, opposer's threat of publicizing that information is the epitome of the impermissible "annoyance, embarrassment, oppression, or undue burden or expense" contemplated by Rule 26(c)(1) and 37 C.F.R. section 2.120(g). The Board should thus, at minimum, order opposer to keep such information confidential.

C. Opposer's Objection To Possible Sanctions Is Unfounded.

Opposer also objects to inclusion of a provision for *potential* terminating sanctions for violation of the protective order. *Compare* Ex. A *with* Ex. B; *see also* Ex. C (redline comparison). Federal Rule of Civil Procedure 37(b)(2)—which is expressly cross-referenced by 37 C.F.R. section 2.120(h)—is clear that "rendering a default judgment against [a] disobedient party" is a proper remedy for breach of a protective order. Fed. R. Civ. P. 37(b)(2)(vi). The Board's precedent also supports such sanctions. *See, e.g.*, *Patagonia, Inc. v. Azzolini*, 109 U.S.P.Q.2d 1859, 1861 n.8 (T.T.A.B. 2014); *MHW, Ltd. v. Simex, Aussenhandelsgesellschaft Savelsberg KG*, 59 U.S.P.Q.2d 1477, 1478 (T.T.A.B. 2000).

BGK's proposal is that "[a]ny violation of this Order may be punished by any and all appropriate measures, including, without limitation, dismissing this action in whole or in part." This proposal does nothing more than state the law.

See Fed. R. Civ. P. 37(b)(2)(vi); 37 C.F.R. § 2.120(h). As such, opposer's objection is suspect. A provision that expresses already available breach remedies should not be contentious.

CONCLUSION

For the foregoing reasons, and good cause shown, BGK respectfully requests that the Court issue the protective order attached hereto as Exhibit A. In the alternative, BGK requests that the Court issue the protective order attached hereto as Exhibit B and an order mandating that opposer keep confidential all information related to the logistics of any possible depositions of Mrs. Carter and/or her family.

Dated: August 18, 2017

LATHAM & WATKINS LLP

By: /Marvin S. Putnam/

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

BLUE IVY, Opposer, v. BGK TRADEMARK HOLDINGS, LLC, Applicant.	Opposition No. 91234467 Serial No. 86883293 Mark: **BLUE IVY CARTER** **MEET AND CONFER STATEMENT**

I, Laura R. Washington, hereby certify that I, representing applicant BGK Trademark Holdings, LLC ("BGK"), met and conferred pursuant to Federal Rule of Civil Procedure 26(c)(1) and TBMP section 412.06 with counsel for opposer, Blue Ivy ("opposer"). *See* Declaration of Laura R. Washington ¶¶ 3-6. Opposer stated that it would oppose BGK's motion for a protective order.

Dated: August 18, 2017

LATHAM & WATKINS LLP

By /Laura R. Washington/

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Attorneys for Applicant
BGK Trademark Holdings, LLC

CERTIFICATE OF SERVICE

I, John Eastly, hereby certify that on August 18, 2017, I served a true and correct copy of the foregoing

- **MOTION FOR ENTRY OF PROTECTIVE ORDER**
- **DECLARATION OF LAURA R. WASHINGTON IN SUPPORT OF MOTION FOR ENTRY OF PROTECTIVE ORDER**
- **MEET AND CONFER STATEMENT**

by electronic mail upon:

Ryan E. Hatch, Esq.
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Counsel for Opposer
Blue Ivy

/John M. Eastly/
John M. Eastly

Exhibit
A

UNITED STATES
PATENT AND TRADEMARK OFFICE

Opposition No. 91234467

Opposer Blue Ivy

v.

Applicant BGK Trademark Holdings, LLC

TRADEMARK TRIAL AND APPEAL BOARD STANDARD PROTECTIVE ORDER

Information disclosed by any party or non-party witness during this proceeding may be considered (1) **Confidential** or (2) **Confidential – For Attorneys' Eyes Only** (trade secret/commercially sensitive) by a party or witness. To preserve the confidentiality of the information so disclosed, the parties are hereby bound by the terms of this Order. As used in this Order, the term "**information**" covers documentary material, electronically stored information ("**ESI**"), testimony,[1] and any other information provided during the course of this Board proceeding. For the avoidance of doubt, "**information**" also covers all facts related to the date, time, and location of any and all depositions in this proceeding. This Order shall govern any information produced in this Board proceeding and designated pursuant to this Order, including all designated discovery depositions, all designated testimony depositions and declarations and affidavits, all designated deposition exhibits and testimony exhibits, interrogatory answers, admissions, documents and other discovery and testimony materials, whether produced informally, as part of mandatory disclosures, or in response to interrogatories, requests for admissions, requests for production of documents or other methods of discovery.

This Order shall also govern any designated information produced or provided in this Board proceeding pursuant to required disclosures under any applicable federal procedural rule or Board rule and any supplementary disclosures thereto.

This Order shall apply to the parties and to any nonparty from whom discovery or testimony may be sought in connection with this proceeding and who desires the protection of this Order.

TERMS OF ORDER

1) Classes of Protected Information.

The Rules of Practice in Trademark Cases provide that all inter partes proceeding files, as well as the involved registration and application files, are open to public inspection. The terms of this Order are not to be used to undermine public access to such files. When appropriate, however, a party or witness, on its own or through its attorney, may seek to protect the confidentiality of information by employing one of the following designations.

[1] This includes testimony provided during a discovery deposition or a testimony deposition or by declaration or affidavit, either orally or upon written questions.

Confidential - Material to be shielded by the Board from public access, and not to be disclosed by either the Applicant, Opposer, or their counsel to any third party, including but not limited to the media or press affiliate.

Whether or not designated "CONFIDENTIAL," private information concerning Applicant ("**BGK's Confidential Information**") shall be deemed and treated as confidential within the terms of this Order. BGK's Confidential Information consists of (i) any and all information and other material of any kind concerning and/or related to (directly and/or indirectly) Beyoncé Knowles-Carter p/k/a "Beyoncé," Blue Ivy Carter, and/or Shawn Carter p/k/a "Jay-Z" (collectively, "**Artists**") and/or any person, firm, partnership, corporation and/or any other entity in any way related to or affiliated and/or associated with Artists personally and/or professionally (including, without limitation, Parkwood Touring, Inc., Parkwood Entertainment, LLC, Parkwood Ventures, Inc. f/k/a Beyoncé, Inc., Parkwood Production Media, LLC, Parkwood Music, LLC and any relatives, family members, friends and representatives of Artists) (each an "**Artist Party**" and collectively, the "**Artist Parties**"), any information acquired by Opposer Blue Ivy, its officers, employees, and/or agents (collectively, "**Opposer**") in any manner whatsoever at any time in the past, present and/or future which concerns or in any way relates to Artists, the Artist Parties and/or Artist's business activities, entertainment activities, financial affairs and/or personal life, any and all pictures, recordings, records, materials, documents, property, merchandise or other information embodying any aspect of Artists and/or related to Artists and/or Artists' and/or the Artist Parties' personal, professional and/or other activities, whether provided to Opposer or otherwise learned by Opposer or coming into Opposer's possession, except for information or material publicly and intentionally disclosed by Artists.

Notwithstanding any other term of this Order, Opposer and its counsel are prohibited from confirming or commenting on any information, public or otherwise, concerning BGK's Confidential Information, Applicant, its business, or this proceeding, regardless of its accuracy, without prior express written permission from Applicant.

Confidential – Attorneys' Eyes Only (Trade Secret/Commercially Sensitive) - Material to be shielded by the Board from public access, not disclosed by outside counsel, restricted from any access by the parties, and available for review by **outside counsel** for the parties and, subject to the provisions of paragraphs 4 and 5, by independent experts or consultants for the parties. Such material may include the following types of information: (1) sensitive technical information, including current research, development and manufacturing information; (2) sensitive business information, including highly sensitive financial or marketing information; (3) competitive technical information, including technical analyses or comparisons of competitor's products or services; (4) competitive business information, including non-public financial and marketing analyses, media scheduling, comparisons of competitor's products or services, and strategic product/service expansion plans; (5) personal health or medical information; (6) an individual's personal credit, banking or other financial information; or (7) any other commercially sensitive information the disclosure of which to non-qualified persons subject to this Order the producing party reasonably and in good faith believes would likely cause harm.

2) Information Not to Be Designated as Protected.

Information may not be designated as subject to any form of protection if it (a) is, or becomes, public knowledge, as shown by publicly available writings, other than through violation of the terms of this Order; (b) is acquired by a non-designating party or non-party witness from a third party lawfully possessing such information and having no obligation to the owner of the information; (c) was lawfully possessed by a non-designating party or non-party witness prior to the opening of discovery in this proceeding, and for which

there is written evidence of the lawful possession; (d) is disclosed by a non-designating party or non-party witness legally compelled to disclose the information; or (e) is disclosed by a non-designating party with the approval of the designating party.

3) Access to Protected Information.

The provisions of this Order regarding access to protected information are subject to modification by written agreement of the parties or their attorneys and approved by the Board.

Administrative Trademark Judges, Board attorneys, and other employees of the Board are bound to honor the parties' designations of information as protected, except as otherwise required by law, but are not required to sign forms acknowledging the terms and existence of this Order. Court reporters, stenographers, video technicians or others who may be employed by the parties or their attorneys to perform services incidental to this proceeding shall be bound by this Order and shall not receive any protected information until the party or attorney proposing to retain such individual has received a signed certification of compliance from the individual as described in paragraph 4 and shall provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed..

- **Parties** are defined as including individuals, officers of corporations, partners of partnerships, members of limited liability companies/corporations, and management employees of any type of business organization.
- **Attorneys** for parties are defined as including **in-house counsel** and **outside counsel**, including support staff operating under counsel's direction, such as paralegals or legal assistants, secretaries, and any other employees or independent contractors operating under counsel's instruction.
- **Independent experts or consultants** include individuals retained by a party for purposes related to prosecution or defense of the proceeding but who are not current or former employees, officers, members, directors, or partners of any party, affiliates of any party, or the attorneys of any party or its affiliates, or competitors to any party, or employees or consultants of such competitors with respect to the subject matter of the proceeding.
- **Non-party witnesses** include any individuals to be deposed during discovery or trial, whether willingly or under subpoena issued by a court of competent jurisdiction over the witness

Only **parties** and their **attorneys** shall have access to information designated as **confidential**, subject to any agreed exceptions.

Only **outside counsel, but not in-house counsel,** shall have access to information designated as **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive)**.

Independent experts or consultants, non-party witnesses, and **any other individual** not otherwise specifically covered by the terms of this order may only be afforded access to **Confidential** or **Confidential – Attorney's Eyes Only** information in accordance with the terms that follow in paragraph 4. Further, **independent experts or consultants** may have access to **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive)** information if such access is agreed to by the parties or ordered by the Board, in accordance with the terms that follow in paragraphs 4 and 5.

4) Disclosure to Any Individual.

Prior to disclosure of protected information or providing a description of protected information by any party or its attorney to any individual not already provided access to such information by the terms of this Order, the individual shall be informed of the existence of this Order and provided with a copy to read. The individual will then be required to certify in writing that the order has been read and understood and that the terms shall be binding on the individual. No individual shall receive any protected information until the party or attorney proposing to disclose the information has received the signed certification from the individual and provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed. A form for such certification is attached to this Order. See Exhibit A. The party or attorney receiving the completed form shall retain the original.

5) Disclosure to Independent Experts or Consultants.

In addition to meeting the requirements of paragraph 4, any party or attorney proposing to share disclosed information with an independent expert or consultant must also promptly notify the party who designated the information as protected. Notification must be personally served or forwarded by certified mail, return receipt requested, or by email, and shall provide notice of the name, address, occupation and professional background of the expert or independent consultant.

The party or its attorney receiving the notice shall have ten (10) business days to object to disclosure to the expert or independent consultant. If objection is made, then the parties must negotiate the issue in good faith before raising the issue before the Board. If the parties are unable to settle their dispute, then it shall be the obligation of the party or attorney proposing disclosure to bring the matter before the Board with an explanation of the need for disclosure and a report on the efforts the parties have made to settle their dispute. The party objecting to disclosure will be expected to respond with its arguments against disclosure or its objections will be deemed waived.

6) Disclosure Pursuant to Subpoena or Ordered Production in Other Actions.

If a receiving party is served with a subpoena or a court order issued under the authority of any court or arbitral, administrative, or legislative body that would compel disclosure of any information or items designated in this action as "Confidential," that party must:

a. promptly notify in writing the designating party. Such notification shall include a copy of the subpoena or court order;

b. promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

c. cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose protected information may be affected.

If the designating party timely seeks a protective order, the receiving party served with the subpoena or court order shall not produce any information designated in this action as "Confidential" before a determination by the court from which the subpoena or order issues, unless the receiving party has obtained the designating party's permission. The designating party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court.

7) Responses to Written Discovery.

Responses to interrogatories under Federal Rule 33 and requests for admissions under Federal Rule 36 (whether in a paper or electronic form) and which the responding party reasonably believes to contain protected information shall be prominently stamped or marked with the appropriate designation from paragraph 1. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all adverse parties, in writing, of the error. The parties should inform the Board only if necessary because of the filing of protected information not in accordance with the provisions of paragraph 13.

8) Production of Documents.

If a party responds to requests for production under Federal Rule 34 by making copies and forwarding the copies to the inquiring party, including ESI, then the copies shall be prominently stamped or marked, as necessary, with the appropriate designation from paragraph 1. If the responding party makes documents available for inspection and copying by the inquiring party, all documents shall be considered protected during the course of inspection. After the inquiring party informs the responding party what documents are to be copied, the responding party will be responsible for prominently stamping or marking the copies with the appropriate designation from paragraph 1.

9) Depositions.

All facts and communications related to the date, time, and location of depositions for any of the Artists shall be deemed Confidential pursuant to this Order. Protected documents produced during an oral discovery deposition or a discovery deposition upon written questions, or offered into evidence during an oral testimony deposition, a testimony deposition upon written questions, or testimony submitted by affidavit or declaration, shall be noted appropriately as such by the producing or offering party at the outset of any discussion of the document or information contained in the document. In addition, the documents must be prominently stamped or marked with the appropriate designation.

During discussion of any non-documentary protected information, the interested party shall make oral note on the record of the protected nature of the information.

The transcript of any deposition (whether for discovery or testimony purposes) and all exhibits or attachments shall be considered protected for 30 days following the date of service of the transcript by the party that took the deposition. During that 30-day period, either party may designate the portions of the transcript, and any specific exhibits or attachments, that are to be treated as protected, by electing the appropriate designation from paragraph 1. Appropriate stampings or markings should be made during this time, if not already done so. If no such designations are made, then the entire transcript and exhibits will be considered unprotected.

10) Filing Notices of Reliance.

When a party or its attorney files a notice of reliance during the party's testimony period, the party or attorney is bound to honor designations made by the adverse party or attorney, or non-party witness, who disclosed the information, so as to maintain the protected status of the information.

11) Briefs.

When filing briefs, memoranda, affidavits and/or declarations in support of a motion, or briefs at final hearing, the portions of these filings that discuss protected information, whether information of the filing

party, or any adverse party, or any non-party witness, should be redacted. The rule of reasonableness for redaction is discussed in paragraph 13 of this Order.

12) Handling of Protected Information.

Disclosure of information protected under the terms of this Order shall be used only for the purposes of this Board proceeding, and shall not be used for any other purposes, including, without limitation, any business or commercial purpose, or any other litigation or administrative proceeding; provided, however, that such information may be used in connection with a related alternative dispute resolution proceeding to resolve this Opposition. The recipient of any protected information disclosed in accordance with the terms of this Order is obligated to maintain the confidentiality of the information and shall exercise reasonable care in handling, storing, using, disseminating, retaining, returning, and destroying the information.

13) Redaction; Filing Material with the Board.

When a party or attorney must file protected information with the Board, or a motion or final brief that discusses such information, the protected information or portion of the motion/brief discussing the same should be redacted from the remainder. A rule of reasonableness should dictate how redaction is effected.

Redaction can entail merely covering or omitting a portion of a page of material when it is copied or printed in anticipation of filing but can also entail the more extreme measure of simply filing the entire page under seal as one that contains primarily confidential material. If only a sentence or short paragraph of a page of material is confidential, covering that material when the page is copied, or omitting the material, would be appropriate.

In contrast, if most of the material on the page is confidential, then filing the entire page under seal would be more reasonable, even if some small quantity of non-confidential material is then withheld from the public record. Likewise, when a multi-page document is in issue, reasonableness would dictate that redaction of the portions or pages containing confidential material be effected when only some small number of pages contain such material. In contrast, if almost every page of the document contains some confidential material, it may be more reasonable to simply submit the entire document under seal. **Occasions when a whole document or motion/brief must be submitted under seal should be very rare.**

Protected information, and pleadings, briefs or memoranda that reproduce, discuss or paraphrase such information, shall be filed with the Board under seal. If filed by mail, the envelopes or containers shall be prominently stamped or marked with a legend in substantially the following form:

CONFIDENTIAL

> **This envelope contains documents or information that are subject to a protective order or agreement. The confidentiality of the material is to be maintained and the envelope is not to be opened, or the contents revealed to any individual, except by order of the Board.**

If filed electronically by employing the Board's Electronic System for Trademark Trial and Appeals ("**ESTTA**"), the filing party should comply with the redaction guidelines set forth above and click the "confidential filing" option prior to transmitting the documents electronically. In all situations, a redacted copy must also be filed for public view.

14) Acceptance of Information; Inadvertent Disclosure.

Acceptance by a party or its attorney of information disclosed under designation as protected shall not constitute an admission that the information is, in fact, entitled to protection. Inadvertent disclosure of information which the disclosing party intended to designate as protected shall not constitute waiver of any right to claim the information as protected upon discovery of the error. In the event a party inadvertently files a document containing protected information, such party should immediately inform the Board and the Board will mark such document as confidential and will require the party to resubmit a redacted, publicly available copy of such document.

If, through inadvertence, a producing party provides any "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" discovery material during a Board proceeding without marking the information as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY," the producing party may subsequently inform the receiving party in writing of the "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" nature of the disclosed information, and the receiving party shall treat the disclosed information in accordance with this Order after receipt of such written notice and make reasonable efforts to retrieve any such material that has been disclosed to persons not authorized to receive the material under the terms hereof. A party objecting to any such "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" designation shall follow the procedures set forth in paragraph 14 below. Prior disclosure of material later designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall not constitute a violation of this Order.

If a disclosing party through inadvertence produces or provides discovery material that it believes is subject to a claim of attorney-client privilege, work product immunity, or any other privilege, the disclosing party may give written notice to the receiving party that the discovery material is deemed privileged and that return of the material is requested. Upon such written notice, the receiving party shall immediately gather the original and all copies of the material of which the receiving party is aware and shall immediately return the original and all such copies to the disclosing party.

15) Challenges to Designations of Information as Protected.

If the parties or their attorneys disagree as to whether certain information should be protected, they are obligated to negotiate in good faith regarding the designation by the disclosing party. If the parties are unable to resolve their differences, the party challenging the designation may make a motion before the Board seeking a determination of the status of the information. That motion, and all briefing and exhibits related thereto shall be filed under seal, and remain under seal until the Board determines whether the designated information is protected.

A challenge to the designation of information as protected must be made substantially contemporaneous with the designation, or as soon as practicable after the basis for challenge is known. When a challenge is made long after a designation of information as protected, the challenging party will be expected to show why it could not have made the challenge at an earlier time. The party designating information as protected will, when its designation is timely challenged, bear the ultimate burden of proving that the information should be protected.

16) Consequences of Unchallenged Overdesigations.

In the event the Board determines that a party has improperly overdesignated information as protected, and a party has not contested the overdesignation, the Board, on its own initiative, may (1) disregard the overdesignation for those matters which are improperly designated; (2) issue an order to show cause why the submission should not be made open to public view; (3) require a party to reduce redactions by redesignating as non-confidential the overdesignated information and resubmit a properly

designated redacted copy for public view; or (4) not consider the improperly designated matter in rendering its decision. In the case of an order to show cause, or request for resubmission of a filing with proper redaction (i.e., proper designation of confidential matter for public access), if no response is received, the Board will redesignate the confidentially filed material as non-confidential and make it available for public view.

17) Board's Jurisdiction; Handling of Materials after Termination.

The Board's jurisdiction over the parties and their attorneys ends when this proceeding is terminated. A proceeding is terminated only after a final order is entered and either all appellate proceedings have been resolved or the time for filing an appeal has passed without filing of any appeal.

Within 30 days after the final termination of this proceeding, each party and their attorneys, as well as any other persons subject to the terms of this agreement, shall return to each disclosing party (1) all materials and documents, including ESI, containing protected information, (2) all copies, summaries, and abstracts thereof, and (3) all other materials, memoranda or documents embodying data concerning said material, including all copies provided pursuant to paragraphs 4 and 5 of this Order. In the alternative, the disclosing party or its attorney may make a written request that such materials be destroyed rather than returned. Additionally, parties to this agreement are precluded from disclosing orally or in writing any protected information provided during the course of a Board proceeding once this Board proceeding is terminated.

18) Other Rights of the Parties and Attorneys.

This Order shall not preclude the parties or their attorneys from making any applicable claims of privilege during discovery or at trial. Nor shall this Order preclude the filing of any motion with the Board for relief from a particular provision of this Order or for additional protections not provided by this Order. Nor shall this Order preclude any party from agreeing in writing to alter or waive the provisions or protections provided herein with respect to any particular discovery material.

19) Injunctive Relief; Breach; Sanctions.

Each party acknowledges that any breach of the provisions of this Order may cause irreparable harm for which monetary damages are an insufficient remedy and accordingly, upon any breach of this Order the disclosing party will be entitled to appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law. Further, if Opposer breaches or threatens to breach any covenant in this Order with respect to BGK's Confidential Information, without limiting any other rights or remedies of Applicant, Artists and/or the Artist Parties, Opposer shall be required to pay to Applicant, Artists and/or the Artist Parties any attorneys' fees incurred by any of them to enforce this Order, and Applicant, Artists and/or the Artist Parties as the case may be shall be entitled to seek recovery of any and all monies and other benefits whatsoever received by Opposer or any person or entity on Opposer's behalf from any and all sources in connection with any use or dissemination of any of BGK's Confidential Information, it being agreed by Opposer that all such monies and other benefits received by Opposer or any person or entity on Opposer's behalf shall be held in trust by Opposer or any person or entity on Opposer's behalf for immediate payment over to Applicant, Artists and/or the Artist Parties. For the purposes hereof, any use by Opposer of BGK's Confidential Information, information or materials designated Confidential and/or Confidential – Attorneys' Eyes Only in violation of this Order shall constitute theft.

Any violation of this Order may be punished by any and all appropriate measures, including, without limitation, dismissing this action in whole or in part.

20) Governing Law.

The parties agree that it is to their mutual benefit that their respective rights and obligations under this Order are guided by, and their disputes hereunder are determined in accordance with, a well-developed body of law. Accordingly, the parties agree that the validity, interpretation and legal effect of this Order shall be governed by the internal laws of the State of California, applicable to contracts entered into and performed entirely within the State of California, without regard to California's conflict of laws provisions.

Dated: _____ By: _____

Administrative Judge
Trademark Trial and Appeal Board

EXHIBIT A CERTIFICATE OF COMPLIANCE

Protected information, in whole or in part, and the information contained therein which has been produced by the parties to this Board proceeding pursuant to the attached Protective Order has been disclosed to me, and by signing this Certificate of Compliance, I acknowledge and agree that I have read, understand, and am subject to the provisions of the Protective Order and will not disclose such protected information in whole or in part or in any form or the information contained therein to any person, corporation, partnership, firm, governmental agency or association other than those persons who are authorized under the Protective Order to have access to such information.

_____

Date

_____

Signature

_____

Name (print)

Exhibit B

UNITED STATES PATENT AND TRADEMARK OFFICE

Opposition No. 91234467

Opposer Blue Ivy

v.

Applicant BGK Trademark Holdings, LLC

TRADEMARK TRIAL AND APPEAL BOARD STANDARD PROTECTIVE ORDER

Information disclosed by any party or non-party witness during this proceeding may be considered (1) **Confidential** or (2) **Confidential – For Attorneys' Eyes Only** (trade secret/commercially sensitive) by a party or witness. To preserve the confidentiality of the information so disclosed, the parties are hereby bound by the terms of this Order. As used in this Order, the term "**information**" covers documentary material, electronically stored information ("**ESI**"), testimony,[1] and any other information provided during the course of this Board proceeding.

This Order shall govern any information produced in this Board proceeding and designated pursuant to this Order, including all designated discovery depositions, all designated testimony depositions and declarations and affidavits, all designated deposition exhibits and testimony exhibits, interrogatory answers, admissions, documents and other discovery and testimony materials, whether produced informally, as part of mandatory disclosures, or in response to interrogatories, requests for admissions, requests for production of documents or other methods of discovery.

This Order shall also govern any designated information produced or provided in this Board proceeding pursuant to required disclosures under any applicable federal procedural rule or Board rule and any supplementary disclosures thereto.

This Order shall apply to the parties and to any nonparty from whom discovery or testimony may be sought in connection with this proceeding and who desires the protection of this Order.

TERMS OF ORDER

1) Classes of Protected Information.

The Rules of Practice in Trademark Cases provide that all inter partes proceeding files, as well as the involved registration and application files, are open to public inspection. The terms of this Order are not to be used to undermine public access to such files. When appropriate, however, a party or witness, on its own or

[1] This includes testimony provided during a discovery deposition or a testimony deposition or by declaration or affidavit, either orally or upon written questions.

through its attorney, may seek to protect the confidentiality of information by employing one of the following designations.

Confidential - Material to be shielded by the Board from public access

Confidential – Attorneys' Eyes Only (Trade Secret/Commercially Sensitive) - Material to be shielded by the Board from public access, not disclosed by outside counsel except as provided herein, restricted from any access by the parties, and available for review by **outside counsel** for the parties and, subject to the provisions of paragraphs 4 and 5, by independent experts or consultants for the parties. Such material may include the following types of information: (1) sensitive technical information, including current research, development and manufacturing information; (2) sensitive business information, including highly sensitive financial or marketing information; (3) competitive technical information, including technical analyses or comparisons of competitor's products or services; (4) competitive business information, including non-public financial and marketing analyses, media scheduling, comparisons of competitor's products or services, and strategic product/service expansion plans; (5) personal health or medical information; (6) an individual's personal credit, banking or other financial information; or (7) any other commercially sensitive information the disclosure of which to non-qualified persons subject to this Order the producing party reasonably and in good faith believes would likely cause harm.

2) Information Not to Be Designated as Protected.

Information may not be designated as subject to any form of protection if it (a) is, or becomes, public knowledge, as shown by publicly available writings, other than through violation of the terms of this Order; (b) is acquired by a non-designating party or non-party witness from a third party lawfully possessing such information and having no obligation to the owner of the information; (c) was lawfully possessed by a non-designating party or non-party witness prior to the opening of discovery in this proceeding, and for which there is written evidence of the lawful possession; (d) is disclosed by a non-designating party or non-party witness legally compelled to disclose the information; or (e) is disclosed by a non-designating party with the approval of the designating party.

3) Access to Protected Information.

The provisions of this Order regarding access to protected information are subject to modification by written agreement of the parties or their attorneys and approved by the Board.

Administrative Trademark Judges, Board attorneys, and other employees of the Board are bound to honor the parties' designations of information as protected, except as otherwise required by law, but are not required to sign forms acknowledging the terms and existence of this Order. Court reporters, stenographers, video technicians or others who may be employed by the parties or their attorneys to perform services incidental to this proceeding shall be bound by this Order and shall not receive any protected information until the party or attorney proposing to retain such individual has received a signed certification of compliance from the individual as described in paragraph 4 and shall provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed.

- **Parties** are defined as including individuals, officers of corporations, partners of partnerships, members of limited liability companies/corporations, and management employees of any type of business organization.

- **Attorneys** for parties are defined as including **in-house counsel** and **outside counsel**, including support staff operating under counsel's direction, such as paralegals or legal assistants,

secretaries, and any other employees or independent contractors operating under counsel's instruction.

- **Independent experts or consultants** include individuals retained by a party for purposes related to prosecution or defense of the proceeding but who are not current or former employees, officers, members, directors, or partners of any party, affiliates of any party, or the attorneys of any party or its affiliates, or competitors to any party, or employees or consultants of such competitors with respect to the subject matter of the proceeding.

- **Non-party witnesses** include any individuals to be deposed during discovery or trial, whether willingly or under subpoena issued by a court of competent jurisdiction over the witness

Only **parties** and their **attorneys** shall have access to information designated as **confidential**, except as provided herein and subject to any agreed exceptions.

Only **outside counsel, but not in-house counsel,** shall have access to information designated as **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive)**, except has provided herein.

Independent experts or consultants, non-party witnesses, and **any other individual** not otherwise specifically covered by the terms of this order may only be afforded access to **Confidential** or **Confidential – Attorney's Eyes Only** information in accordance with the terms that follow in paragraph 4. Further, **independent experts or consultants** may have access to **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive)** information if such access is agreed to by the parties or ordered by the Board, in accordance with the terms that follow in paragraphs 4 and 5.

4) Disclosure to Any Individual.

Prior to disclosure of protected information or providing a description of protected information by any party or its attorney to any individual not already provided access to such information by the terms of this Order, the individual shall be informed of the existence of this Order and provided with a copy to read. The individual will then be required to certify in writing that the order has been read and understood and that the terms shall be binding on the individual. No individual shall receive any protected information until the party or attorney proposing to disclose the information has received the signed certification from the individual and provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed. A form for such certification is attached to this Order. See Exhibit A. The party or attorney receiving the completed form shall retain the original.

5) Disclosure to Independent Experts or Consultants.

In addition to meeting the requirements of paragraph 4, any party or attorney proposing to share disclosed information with an independent expert or consultant must also notify the party who designated the information as protected. Notification must be personally served or forwarded by certified mail, return receipt requested, or by email, and shall provide notice of the name, address, occupation and professional background of the expert or independent consultant.

The party or its attorney receiving the notice shall have ten (10) business days to object to disclosure to the expert or independent consultant. If objection is made, then the parties must negotiate the issue in good faith before raising the issue before the Board. If the parties are unable to settle their dispute, then it shall be the obligation of the party or attorney proposing disclosure to bring the matter before the Board with an explanation of the need for disclosure and a report on the efforts the parties have made to settle their dispute. The party objecting to disclosure will be expected to respond with its arguments against disclosure or its objections will be deemed waived.

6) Disclosure Pursuant to Subpoena or Ordered Production in Other Actions.

If a receiving party is served with a subpoena or a court order issued under the authority of any court or arbitral, administrative, or legislative body that would compel disclosure of any information or items designated in this action as "Confidential," that party must:

a. promptly notify in writing the designating party. Such notification shall include a copy of the subpoena or court order;

b. promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

c. cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose protected information may be affected.

If the designating party timely seeks a protective order, the receiving party served with the subpoena or court order shall not produce any information designated in this action as "Confidential" before a determination by the court from which the subpoena or order issues, unless the receiving party has obtained the designating party's permission. The designating party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court.

7) Responses to Written Discovery.

Responses to interrogatories under Federal Rule 33 and requests for admissions under Federal Rule 36 (whether in a paper or electronic form) and which the responding party reasonably believes to contain protected information shall be prominently stamped or marked with the appropriate designation from paragraph 1. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all adverse parties, in writing, of the error. The parties should inform the Board only if necessary because of the filing of protected information not in accordance with the provisions of paragraph 13.

8) Production of Documents.

If a party responds to requests for production under Federal Rule 34 by making copies and forwarding the copies to the inquiring party, including ESI, then the copies shall be prominently stamped or marked, as necessary, with the appropriate designation from paragraph 1. If the responding party makes documents available for inspection and copying by the inquiring party, all documents shall be considered protected during the course of inspection. After the inquiring party informs the responding party what documents are to be copied, the responding party will be responsible for prominently stamping or marking the copies with the appropriate designation from paragraph 1.

9) Depositions.

Protected documents produced during an oral discovery deposition or a discovery deposition upon written questions, or offered into evidence during an oral testimony deposition, a testimony deposition upon written questions, or testimony submitted by affidavit or declaration, shall be noted appropriately as such by the producing or offering party at the outset of any discussion of the document or information contained in the document. In addition, the documents must be prominently stamped or marked with the appropriate designation.

During discussion of any non-documentary protected information, the interested party shall make oral note on the record of the protected nature of the information.

The transcript of any deposition (whether for discovery or testimony purposes) and all exhibits or attachments shall be considered protected for 30 days following the date of service of the transcript by the party that took the deposition. During that 30-day period, either party may designate the portions of the transcript, and any specific exhibits or attachments, that are to be treated as protected, by electing the appropriate designation from paragraph 1. Appropriate stampings or markings should be made during this time, if not already done so. If no such designations are made, then the entire transcript and exhibits will be considered unprotected.

10) Filing Notices of Reliance.

When a party or its attorney files a notice of reliance during the party's testimony period, the party or attorney is bound to honor designations made by the adverse party or attorney, or non-party witness, who disclosed the information, so as to maintain the protected status of the information.

11) Briefs.

When filing briefs, memoranda, affidavits and/or declarations in support of a motion, or briefs at final hearing, the portions of these filings that discuss protected information, whether information of the filing party, or any adverse party, or any non-party witness, should be redacted. The rule of reasonableness for redaction is discussed in paragraph 13 of this Order.

12) Handling of Protected Information.

Disclosure of information protected under the terms of this Order shall be used only for the purposes of this Board proceeding, and shall not be used for any other purposes, including, without limitation, any business or commercial purpose, or any other litigation or administrative proceeding; provided, however, that such information may be used in connection with a related alternative dispute resolution proceeding to resolve this Opposition. The recipient of any protected information disclosed in accordance with the terms of this Order is obligated to maintain the confidentiality of the information and shall exercise reasonable care in handling, storing, using, disseminating, retaining, returning, and destroying the information.

13) Redaction; Filing Material with the Board.

When a party or attorney must file protected information with the Board, or a motion or final brief that discusses such information, the protected information or portion of the motion/brief discussing the same should be redacted from the remainder. A rule of reasonableness should dictate how redaction is effected.

Redaction can entail merely covering or omitting a portion of a page of material when it is copied or printed in anticipation of filing but can also entail the more extreme measure of simply filing the entire page under seal as one that contains primarily confidential material. If only a sentence or short paragraph of a page of material is confidential, covering that material when the page is copied, or omitting the material, would be appropriate.

In contrast, if most of the material on the page is confidential, then filing the entire page under seal would be more reasonable, even if some small quantity of non-confidential material is then withheld from the public record. Likewise, when a multi-page document is in issue, reasonableness would dictate that redaction of the portions or pages containing confidential material be effected when only some small number of pages contain such material. In contrast, if almost every page of the document contains some confidential material,

it may be more reasonable to simply submit the entire document under seal. **Occasions when a whole document or motion/brief must be submitted under seal should be very rare.**

Protected information, and pleadings, briefs or memoranda that reproduce, discuss or paraphrase such information, shall be filed with the Board under seal. If filed by mail, the envelopes or containers shall be prominently stamped or marked with a legend in substantially the following form:

CONFIDENTIAL

> **This envelope contains documents or information that are subject to a protective order or agreement. The confidentiality of the material is to be maintained and the envelope is not to be opened, or the contents revealed to any individual, except by order of the Board.**

If filed electronically by employing the Board's Electronic System for Trademark Trial and Appeals ("**ESTTA**"), the filing party should comply with the redaction guidelines set forth above and click the "confidential filing" option prior to transmitting the documents electronically. In all situations, a redacted copy must also be filed for public view.

14) Acceptance of Information; Inadvertent Disclosure.

Acceptance by a party or its attorney of information disclosed under designation as protected shall not constitute an admission that the information is, in fact, entitled to protection. Inadvertent disclosure of information which the disclosing party intended to designate as protected shall not constitute waiver of any right to claim the information as protected upon discovery of the error. In the event a party inadvertently files a document containing protected information, such party should immediately inform the Board and the Board will mark such document as confidential and will require the party to resubmit a redacted, publicly available copy of such document.

If, through inadvertence, a producing party provides any "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" discovery material during a Board proceeding without marking the information as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY," the producing party may subsequently inform the receiving party in writing of the "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" nature of the disclosed information, and the receiving party shall treat the disclosed information in accordance with this Order after receipt of such written notice and make reasonable efforts to retrieve any such material that has been disclosed to persons not authorized to receive the material under the terms hereof. A party objecting to any such "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" designation shall follow the procedures set forth in paragraph 14 below. Prior disclosure of material later designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall not constitute a violation of this Order.

If a disclosing party through inadvertence produces or provides discovery material that it believes is subject to a claim of attorney-client privilege, work product immunity, or any other privilege, the disclosing party may give written notice to the receiving party that the discovery material is deemed privileged and that return of the material is requested. Upon such written notice, the receiving party shall immediately gather the original and all copies of the material of which the receiving party is aware and shall immediately return the original and all such copies to the disclosing party.

15) Challenges to Designations of Information as Protected.

If the parties or their attorneys disagree as to whether certain information should be protected, they are obligated to negotiate in good faith regarding the designation by the disclosing party. If the parties are unable to resolve their differences, the party challenging the designation may make a motion before the

Board seeking a determination of the status of the information. Any protected information in that motion or in any briefing and exhibits related thereto shall be filed under seal, and remain under seal until the Board determines whether the designated information is protected.

A challenge to the designation of information as protected must be made substantially contemporaneous with the designation, or as soon as practicable after the basis for challenge is known. When a challenge is made long after a designation of information as protected, the challenging party will be expected to show why it could not have made the challenge at an earlier time. The party designating information as protected will, when its designation is timely challenged, bear the ultimate burden of proving that the information should be protected.

16) Consequences of Unchallenged Overdesigations.

In the event the Board determines that a party has improperly overdesignated information as protected, and a party has not contested the overdesignation, the Board, on its own initiative, may (1) disregard the overdesignation for those matters which are improperly designated; (2) issue an order to show cause why the submission should not be made open to public view; (3) require a party to reduce redactions by redesignating as non-confidential the overdesignated information and resubmit a properly designated redacted copy for public view; or (4) not consider the improperly designated matter in rendering its decision. In the case of an order to show cause, or request for resubmission of a filing with proper redaction (i.e., proper designation of confidential matter for public access), if no response is received, the Board will redesignate the confidentially filed material as non-confidential and make it available for public view.

17) Board's Jurisdiction; Handling of Materials after Termination.

The Board's jurisdiction over the parties and their attorneys ends when this proceeding is terminated. A proceeding is terminated only after a final order is entered and either all appellate proceedings have been resolved or the time for filing an appeal has passed without filing of any appeal.

Within 30 days after the final termination of this proceeding, each party and their attorneys, as well as any other persons subject to the terms of this agreement, shall return to each disclosing party (1) all materials and documents, including ESI, containing protected information, (2) all copies, summaries, and abstracts thereof, and (3) all other materials, memoranda or documents embodying data concerning said material, including all copies provided pursuant to paragraphs 4 and 5 of this Order. In the alternative, the disclosing party or its attorney may make a written request that such materials be destroyed rather than returned. Additionally, parties to this agreement are precluded from disclosing orally or in writing any protected information provided during the course of a Board proceeding once this Board proceeding is terminated.

18) Other Rights of the Parties and Attorneys.

This Order shall not preclude the parties or their attorneys from making any applicable claims of privilege during discovery or at trial. Nor shall this Order preclude the filing of any motion with the Board for relief from a particular provision of this Order or for additional protections not provided by this Order. Nor shall this Order preclude any party from agreeing in writing to alter or waive the provisions or protections provided herein with respect to any particular discovery material.

19) Injunctive Relief; Breach; Sanctions.

Each party acknowledges that any breach of the provisions of this Order may cause irreparable harm for which monetary damages are an insufficient remedy and accordingly, upon any breach of this Order the disclosing party will be entitled to appropriate equitable relief without the posting of a bond in addition to

whatever remedies it might have at law. Further, if any receiving party breaches or threatens to breach any covenant in this Order with respect to a disclosing party's Confidential Information, without limiting any other rights or remedies of the disclosing party, the party in breach shall be required to pay to the disclosing party any attorneys' fees incurred by any of them to enforce this Order, and the disclosing party may be entitled to seek recovery of any and all monies and other benefits whatsoever received by the receiving party or any person or entity on the receiving party's behalf from any and all sources in connection with any use or dissemination of any of a disclosing party's Confidential Information, it being agreed by both parties that all such monies and other benefits received by the receiving party or any person or entity on the receiving party's behalf shall be held in trust by the receiving party or any person or entity on the receiving party's behalf for immediate payment over to the disclosing party. For the purposes hereof, any use by a receiving party's of a disclosing party's protected informationin violation of this Order may constitute theft.

Any violation of this Order may be punished by any and all appropriate measures.

20) Governing Law.

The parties agree that it is to their mutual benefit that their respective rights and obligations under this Order are guided by, and their disputes hereunder are determined in accordance with, a well-developed body of law. Accordingly, the parties agree that the validity, interpretation and legal effect of this Order shall be governed by the internal laws of the State of California, applicable to contracts entered into and performed entirely within the State of California, without regard to California's conflict of laws provisions.

[*signatures on following page*]

By Agreement of the Following:

_____

[insert signature date]

_____

BGK Trademark Holdings, LLC, Applicant

_____

Latham & Watkins LLP

_____

Blue Ivy, Opposer

_____

Law Office of Ryan E. Hatch, P.C.

EXHIBIT A CERTIFICATE OF COMPLIANCE

Protected information, in whole or in part, and the information contained therein which has been produced by the parties to this Board proceeding pursuant to the attached Protective Order has been disclosed to me, and by signing this Certificate of Compliance, I acknowledge and agree that I have read, understand, and am subject to the provisions of the Protective Order and will not disclose such protected information in whole or in part or in any form or the information contained therein to any person, corporation, partnership, firm, governmental agency or association other than those persons who are authorized under the Protective Order to have access to such information.

_____

Date

_____

Signature

_____

Name (print)

Exhibit C

UNITED STATES
PATENT AND TRADEMARK OFFICE

Opposition No. 91234467

Opposer Blue Ivy

v.

Applicant BGK Trademark Holdings, LLC

TRADEMARK TRIAL AND APPEAL BOARD STANDARD PROTECTIVE ORDER

Information disclosed by any party or non-party witness during this proceeding may be considered (1) **Confidential** or (2) **Confidential – For Attorneys' Eyes Only** (trade secret/commercially sensitive) by a party or witness. To preserve the confidentiality of the information so disclosed, the parties are hereby bound by the terms of this Order. As used in this Order, the term "**information**" covers documentary material, electronically stored information ("**ESI**"), testimony,[1] and any other information provided during the course of this Board proceeding. ~~**For the avoidance of doubt, "information" also covers all facts related to the date, time, and location of any and all depositions in this proceeding.**~~

This Order shall govern any information produced in this Board proceeding and designated pursuant to this Order, including all designated discovery depositions, all designated testimony depositions and declarations and affidavits, all designated deposition exhibits and testimony exhibits, interrogatory answers, admissions, documents and other discovery and testimony materials, whether produced informally, as part of mandatory disclosures, or in response to interrogatories, requests for admissions, requests for production of documents or other methods of discovery.

This Order shall also govern any designated information produced or provided in this Board proceeding pursuant to required disclosures under any applicable federal procedural rule or Board rule and any supplementary disclosures thereto.

This Order shall apply to the parties and to any nonparty from whom discovery or testimony may be sought in connection with this proceeding and who desires the protection of this Order.

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[1] This includes testimony provided during a discovery deposition or a testimony deposition or by declaration or affidavit, either orally or upon written questions.

TERMS OF ORDER

1) Classes of Protected Information.

The Rules of Practice in Trademark Cases provide that all inter partes proceeding files, as well as the involved registration and application files, are open to public inspection. The terms of this Order are not to be used to undermine public access to such files. When appropriate, however, a party or witness, on its own or through its attorney, may seek to protect the confidentiality of information by employing one of the following designations.

Confidential - Material to be shielded by the Board from public access~~, and not to be disclosed by either the Applicant, Opposer, or their counsel to any third party, including but not limited to the media or press affiliate.~~

~~Whether or not designated "CONFIDENTIAL," private information concerning Applicant ("BGK's Confidential Information") shall be deemed and treated as confidential within the terms of this Order. BGK's Confidential Information consists of (i) any and all information and other material of any kind concerning and/or related to (directly and/or indirectly) Beyoncé Knowles-Carter p/k/a "Beyoncé," Blue Ivy Carter, and/or Shawn Carter p/k/a "Jay-Z" (collectively, "Artists") and/or any person, firm, partnership, corporation and/or any other entity in any way related to or affiliated and/or associated with Artists personally and/or professionally (including, without limitation, Parkwood Touring, Inc., Parkwood Entertainment, LLC, Parkwood Ventures, Inc. f/k/a Beyoncé, Inc., Parkwood Production Media, LLC, Parkwood Music, LLC and any relatives, family members, friends and representatives of Artists) (each an "Artist Party" and collectively, the "Artist Parties"), any information acquired by Opposer Blue Ivy, its officers, employees, and/or agents (collectively, "Opposer") in any manner whatsoever at any time in the past, present and/or future which concerns or in any way relates to Artists, the Artist Parties and/or Artist's business activities, entertainment activities, financial affairs and/or personal life, any and all pictures, recordings, records, materials, documents, property, merchandise or other information embodying any aspect of Artists and/or related to Artists and/or Artists' and/or the Artist Parties' personal, professional and/or other activities, whether provided to Opposer or otherwise learned by Opposer or coming into Opposer's possession, except for information or material publicly and intentionally disclosed by Artists.~~

~~Notwithstanding any other term of this Order, Opposer and its counsel are prohibited from confirming or commenting on any information, public or otherwise, concerning BGK's Confidential Information, Applicant, its business, or this proceeding, regardless of its accuracy, without prior express written permission from Applicant.~~

Confidential – Attorneys' Eyes Only (Trade Secret/Commercially Sensitive) - Material to be shielded by the Board from public access, not disclosed by outside counsel **except as provided herein**, restricted from any access by the parties, and available for review by **outside counsel** for the parties and, subject to the provisions of paragraphs 4 and 5, by independent experts or consultants for the parties. Such material may include the following types of information: (1) sensitive technical information, including current research,

development and manufacturing information; (2) sensitive business information, including highly sensitive financial or marketing information; (3) competitive technical information, including technical analyses or comparisons of competitor's products or services; (4) competitive business information, including non-public financial and marketing analyses, media scheduling, comparisons of competitor's products or services, and strategic product/service expansion plans; (5) personal health or medical information; (6) an individual's personal credit, banking or other financial information; or (7) any other commercially sensitive information the disclosure of which to non-qualified persons subject to this Order the producing party reasonably and in good faith believes would likely cause harm.

2) Information Not to Be Designated as Protected.

Information may not be designated as subject to any form of protection if it (a) is, or becomes, public knowledge, as shown by publicly available writings, other than through violation of the terms of this Order; (b) is acquired by a non-designating party or non-party witness from a third party lawfully possessing such information and having no obligation to the owner of the information; (c) was lawfully possessed by a non-designating party or non-party witness prior to the opening of discovery in this proceeding, and for which there is written evidence of the lawful possession; (d) is disclosed by a non-designating party or non-party witness legally compelled to disclose the information; or (e) is disclosed by a non-designating party with the approval of the designating party.

3) Access to Protected Information.

The provisions of this Order regarding access to protected information are subject to modification by written agreement of the parties or their attorneys and approved by the Board.

Administrative Trademark Judges, Board attorneys, and other employees of the Board are bound to honor the parties' designations of information as protected, except as otherwise required by law, but are not required to sign forms acknowledging the terms and existence of this Order. Court reporters, stenographers, video technicians or others who may be employed by the parties or their attorneys to perform services incidental to this proceeding shall be bound by this Order and shall not receive any protected information until the party or attorney proposing to retain such individual has received a signed certification of compliance from the individual as described in paragraph 4 and shall provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed.

- **Parties** are defined as including individuals, officers of corporations, partners of partnerships, members of limited liability companies/corporations, and management employees of any type of business organization.

- **Attorneys** for parties are defined as including **in-house counsel** and **outside counsel**, including support staff operating under counsel's direction, such as paralegals or legal assistants, secretaries, and any other employees or independent contractors operating under counsel's instruction.

- **Independent experts or consultants** include individuals retained by a party for purposes related to prosecution or defense of the proceeding but who are not current or former employees, officers, members, directors, or partners of any party, affiliates of any party, or the attorneys of any party or its affiliates, or competitors to any party, or employees or consultants of such competitors with respect to the subject matter of the proceeding.

- **Non-party witnesses** include any individuals to be deposed during discovery or trial, whether willingly or under subpoena issued by a court of competent jurisdiction over the witness

Only **parties** and their **attorneys** shall have access to information designated as **confidential**, **except as provided herein and** subject to any agreed exceptions.

Only **outside counsel, but not in-house counsel,** shall have access to information designated as **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive), except has provided herein**.

Independent experts or consultants, non-party witnesses, and **any other individual** not otherwise specifically covered by the terms of this order may only be afforded access to **Confidential** or **Confidential – Attorney's Eyes Only** information in accordance with the terms that follow in paragraph 4. Further, **independent experts or consultants** may have access to **Confidential – Attorneys' Eyes Only (trade secret/commercially sensitive)** information if such access is agreed to by the parties or ordered by the Board, in accordance with the terms that follow in paragraphs 4 and 5.

4) Disclosure to Any Individual.

Prior to disclosure of protected information or providing a description of protected information by any party or its attorney to any individual not already provided access to such information by the terms of this Order, the individual shall be informed of the existence of this Order and provided with a copy to read. The individual will then be required to certify in writing that the order has been read and understood and that the terms shall be binding on the individual. No individual shall receive any protected information until the party or attorney proposing to disclose the information has received the signed certification from the individual and provide that signed certificate of compliance to the other party's counsel before any information designated Confidential or Confidential – Attorneys' Eyes Only is disclosed. A form for such certification is attached to this Order. See Exhibit A. The party or attorney receiving the completed form shall retain the original.

5) Disclosure to Independent Experts or Consultants.

In addition to meeting the requirements of paragraph 4, any party or attorney proposing to share disclosed information with an independent expert or consultant must also ~~**promptly**~~ notify the party who designated the information as protected. Notification must be personally served or forwarded by certified mail, return receipt requested, or by email, and shall provide notice of the name, address, occupation and professional background of the expert or independent consultant.

The party or its attorney receiving the notice shall have ten (10) business days to object to disclosure to the expert or independent consultant. If objection is made, then the parties must

negotiate the issue in good faith before raising the issue before the Board. If the parties are unable to settle their dispute, then it shall be the obligation of the party or attorney proposing disclosure to bring the matter before the Board with an explanation of the need for disclosure and a report on the efforts the parties have made to settle their dispute. The party objecting to disclosure will be expected to respond with its arguments against disclosure or its objections will be deemed waived.

6) Disclosure Pursuant to Subpoena or Ordered Production in Other Actions.

If a receiving party is served with a subpoena or a court order issued under the authority of any court or arbitral, administrative, or legislative body that would compel disclosure of any information or items designated in this action as "Confidential," that party must:

a. promptly notify in writing the designating party. Such notification shall include a copy of the subpoena or court order;

b. promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

c. cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose protected information may be affected.

If the designating party timely seeks a protective order, the receiving party served with the subpoena or court order shall not produce any information designated in this action as "Confidential" before a determination by the court from which the subpoena or order issues, unless the receiving party has obtained the designating party's permission. The designating party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a receiving party in this action to disobey a lawful directive from another court.

7) Responses to Written Discovery.

Responses to interrogatories under Federal Rule 33 and requests for admissions under Federal Rule 36 (whether in a paper or electronic form) and which the responding party reasonably believes to contain protected information shall be prominently stamped or marked with the appropriate designation from paragraph 1. Any inadvertent disclosure without appropriate designation shall be remedied as soon as the disclosing party learns of its error, by informing all adverse parties, in writing, of the error. The parties should inform the Board only if necessary because of the filing of protected information not in accordance with the provisions of paragraph 13.

8) Production of Documents.

If a party responds to requests for production under Federal Rule 34 by making copies and forwarding the copies to the inquiring party, including ESI, then the copies shall be prominently stamped or marked, as necessary, with the appropriate designation from paragraph 1. If the responding party makes documents available for inspection and copying by the inquiring party, all documents shall be considered protected during the course of inspection. After the inquiring party

informs the responding party what documents are to be copied, the responding party will be responsible for prominently stamping or marking the copies with the appropriate designation from paragraph 1.

9) Depositions.

~~**All facts and communications related to the date, time, and location of depositions for any of the Artists shall be deemed Confidential pursuant to this Order.**~~ Protected documents produced during an oral discovery deposition or a discovery deposition upon written questions, or offered into evidence during an oral testimony deposition, a testimony deposition upon written questions, or testimony submitted by affidavit or declaration, shall be noted appropriately as such by the producing or offering party at the outset of any discussion of the document or information contained in the document. In addition, the documents must be prominently stamped or marked with the appropriate designation.

During discussion of any non-documentary protected information, the interested party shall make oral note on the record of the protected nature of the information.

The transcript of any deposition (whether for discovery or testimony purposes) and all exhibits or attachments shall be considered protected for 30 days following the date of service of the transcript by the party that took the deposition. During that 30-day period, either party may designate the portions of the transcript, and any specific exhibits or attachments, that are to be treated as protected, by electing the appropriate designation from paragraph 1. Appropriate stampings or markings should be made during this time, if not already done so. If no such designations are made, then the entire transcript and exhibits will be considered unprotected.

10) Filing Notices of Reliance.

When a party or its attorney files a notice of reliance during the party's testimony period, the party or attorney is bound to honor designations made by the adverse party or attorney, or non-party witness, who disclosed the information, so as to maintain the protected status of the information.

11) Briefs.

When filing briefs, memoranda, affidavits and/or declarations in support of a motion, or briefs at final hearing, the portions of these filings that discuss protected information, whether information of the filing party, or any adverse party, or any non-party witness, should be redacted. The rule of reasonableness for redaction is discussed in paragraph 13 of this Order.

12) Handling of Protected Information.

Disclosure of information protected under the terms of this Order shall be used only for the purposes of this Board proceeding, and shall not be used for any other purposes, including, without limitation, any business or commercial purpose, or any other litigation or administrative proceeding; provided, however, that such information may be used in connection with a related alternative dispute resolution proceeding to resolve this Opposition. The recipient of any protected information disclosed in accordance with the terms of this Order is obligated to maintain the

confidentiality of the information and shall exercise reasonable care in handling, storing, using, disseminating, retaining, returning, and destroying the information.

13) Redaction; Filing Material with the Board.

When a party or attorney must file protected information with the Board, or a motion or final brief that discusses such information, the protected information or portion of the motion/brief discussing the same should be redacted from the remainder. A rule of reasonableness should dictate how redaction is effected.

Redaction can entail merely covering or omitting a portion of a page of material when it is copied or printed in anticipation of filing but can also entail the more extreme measure of simply filing the entire page under seal as one that contains primarily confidential material. If only a sentence or short paragraph of a page of material is confidential, covering that material when the page is copied, or omitting the material, would be appropriate.

In contrast, if most of the material on the page is confidential, then filing the entire page under seal would be more reasonable, even if some small quantity of non-confidential material is then withheld from the public record. Likewise, when a multi-page document is in issue, reasonableness would dictate that redaction of the portions or pages containing confidential material be effected when only some small number of pages contain such material. In contrast, if almost every page of the document contains some confidential material, it may be more reasonable to simply submit the entire document under seal. **Occasions when a whole document or motion/brief must be submitted under seal should be very rare.**

Protected information, and pleadings, briefs or memoranda that reproduce, discuss or paraphrase such information, shall be filed with the Board under seal. If filed by mail, the envelopes or containers shall be prominently stamped or marked with a legend in substantially the following form:

CONFIDENTIAL

> **This envelope contains documents or information that are subject to a protective order or agreement. The confidentiality of the material is to be maintained and the envelope is not to be opened, or the contents revealed to any individual, except by order of the Board.**

If filed electronically by employing the Board's Electronic System for Trademark Trial and Appeals ("**ESTTA**"), the filing party should comply with the redaction guidelines set forth above and click the "confidential filing" option prior to transmitting the documents electronically. In all situations, a redacted copy must also be filed for public view.

14) Acceptance of Information; Inadvertent Disclosure.

Acceptance by a party or its attorney of information disclosed under designation as protected shall not constitute an admission that the information is, in fact, entitled to protection. Inadvertent disclosure of information which the disclosing party intended to designate as protected shall not constitute waiver of any right to claim the information as protected upon discovery of the error. In the

event a party inadvertently files a document containing protected information, such party should immediately inform the Board and the Board will mark such document as confidential and will require the party to resubmit a redacted, publicly available copy of such document.

If, through inadvertence, a producing party provides any "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" discovery material during a Board proceeding without marking the information as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY," the producing party may subsequently inform the receiving party in writing of the "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" nature of the disclosed information, and the receiving party shall treat the disclosed information in accordance with this Order after receipt of such written notice and make reasonable efforts to retrieve any such material that has been disclosed to persons not authorized to receive the material under the terms hereof. A party objecting to any such "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" designation shall follow the procedures set forth in paragraph 14 below. Prior disclosure of material later designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall not constitute a violation of this Order.

If a disclosing party through inadvertence produces or provides discovery material that it believes is subject to a claim of attorney-client privilege, work product immunity, or any other privilege, the disclosing party may give written notice to the receiving party that the discovery material is deemed privileged and that return of the material is requested. Upon such written notice, the receiving party shall immediately gather the original and all copies of the material of which the receiving party is aware and shall immediately return the original and all such copies to the disclosing party.

15) Challenges to Designations of Information as Protected.

If the parties or their attorneys disagree as to whether certain information should be protected, they are obligated to negotiate in good faith regarding the designation by the disclosing party. If the parties are unable to resolve their differences, the party challenging the designation may make a motion before the Board seeking a determination of the status of the information. ~~**That motion, and all**~~**Any protected information in that motion or in any** briefing and exhibits related thereto shall be filed under seal, and remain under seal until the Board determines whether the designated information is protected.

A challenge to the designation of information as protected must be made substantially contemporaneous with the designation, or as soon as practicable after the basis for challenge is known. When a challenge is made long after a designation of information as protected, the challenging party will be expected to show why it could not have made the challenge at an earlier time. The party designating information as protected will, when its designation is timely challenged, bear the ultimate burden of proving that the information should be protected.

16) Consequences of Unchallenged Overdesigations.

In the event the Board determines that a party has improperly overdesignated information as protected, and a party has not contested the overdesignation, the Board, on its own initiative, may (1) disregard the overdesignation for those matters which are improperly designated; (2) issue an

order to show cause why the submission should not be made open to public view; (3) require a party to reduce redactions by redesignating as non-confidential the overdesignated information and resubmit a properly designated redacted copy for public view; or (4) not consider the improperly designated matter in rendering its decision. In the case of an order to show cause, or request for resubmission of a filing with proper redaction (i.e., proper designation of confidential matter for public access), if no response is received, the Board will redesignate the confidentially filed material as non-confidential and make it available for public view.

17) Board's Jurisdiction; Handling of Materials after Termination.

The Board's jurisdiction over the parties and their attorneys ends when this proceeding is terminated. A proceeding is terminated only after a final order is entered and either all appellate proceedings have been resolved or the time for filing an appeal has passed without filing of any appeal.

Within 30 days after the final termination of this proceeding, each party and their attorneys, as well as any other persons subject to the terms of this agreement, shall return to each disclosing party (1) all materials and documents, including ESI, containing protected information, (2) all copies, summaries, and abstracts thereof, and (3) all other materials, memoranda or documents embodying data concerning said material, including all copies provided pursuant to paragraphs 4 and 5 of this Order. In the alternative, the disclosing party or its attorney may make a written request that such materials be destroyed rather than returned. Additionally, parties to this agreement are precluded from disclosing orally or in writing any protected information provided during the course of a Board proceeding once this Board proceeding is terminated.

18) Other Rights of the Parties and Attorneys.

This Order shall not preclude the parties or their attorneys from making any applicable claims of privilege during discovery or at trial. Nor shall this Order preclude the filing of any motion with the Board for relief from a particular provision of this Order or for additional protections not provided by this Order. Nor shall this Order preclude any party from agreeing in writing to alter or waive the provisions or protections provided herein with respect to any particular discovery material.

19) Injunctive Relief; Breach; Sanctions.

Each party acknowledges that any breach of the provisions of this Order may cause irreparable harm for which monetary damages are an insufficient remedy and accordingly, upon any breach of this Order the disclosing party will be entitled to appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law. Further, if ~~Opposer~~**any receiving party** breaches or threatens to breach any covenant in this Order with respect to ~~BGK's~~**a disclosing party's** Confidential Information, without limiting any other rights or remedies of ~~Applicant, Artists and/or the Artist Parties, Opposer~~**the disclosing party, the party in breach** shall be required to pay to ~~Applicant, Artists and/or the Artist Parties~~**the disclosing party** any attorneys' fees incurred by any of them to enforce this Order, and ~~Applicant, Artists and/or the Artist Parties as the case may be shall~~**the disclosing party may** be entitled to seek recovery of any and all monies and other benefits whatsoever received by ~~Opposer~~**the receiving party** or any person or entity on ~~Opposer's~~**the receiving party's** behalf from any and all sources in connection with any use or dissemination of any of ~~BGK's~~**a disclosing**

party's Confidential Information, it being agreed by ~~Opposer~~both parties that all such monies and other benefits received by ~~Opposer~~the receiving party or any person or entity on ~~Opposer's~~the receiving party's behalf shall be held in trust by ~~Opposer~~the receiving party or any person or entity on ~~Opposer's~~the receiving party's behalf for immediate payment over to ~~Applicant, Artists and/or the Artist Parties~~the disclosing party. For the purposes hereof, any use by ~~Opposer of BGK's Confidential Information, information or materials designated Confidential and/or Confidential – Attorneys' Eyes Only in~~a receiving party's of a disclosing party's protected informationin violation of this Order ~~shall~~may constitute theft.

Any violation of this Order may be punished by any and all appropriate measures~~, including, without limitation, dismissing this action in whole or in part~~.

20) Governing Law.

The parties agree that it is to their mutual benefit that their respective rights and obligations under this Order are guided by, and their disputes hereunder are determined in accordance with, a well-developed body of law. Accordingly, the parties agree that the validity, interpretation and legal effect of this Order shall be governed by the internal laws of the State of California, applicable to contracts entered into and performed entirely within the State of California, without regard to California's conflict of laws provisions.

~~**Dated: _____ By:**~~

~~**Administrative Judge**~~

~~**Trademark Trial and Appeal Board**~~[*signatures on following page*]

By Agreement of the Following:

_____

[insert signature date]

_____

BGK Trademark Holdings, LLC, Applicant

_____

Latham & Watkins LLP

_____

Blue Ivy, Opposer

_____

Law Office of Ryan E. Hatch, P.C.

EXHIBIT A CERTIFICATE OF COMPLIANCE

Protected information, in whole or in part, and the information contained therein which has been produced by the parties to this Board proceeding pursuant to the attached Protective Order has been disclosed to me, and by signing this Certificate of Compliance, I acknowledge and agree that I have read, understand, and am subject to the provisions of the Protective Order and will not disclose such protected information in whole or in part or in any form or the information contained therein to any person, corporation, partnership, firm, governmental agency or association other than those persons who are authorized under the Protective Order to have access to such information.

_____

Date

_____

Signature

_____

Name (print)

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

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER Published in the Official Gazette of January 10, 2017 in all designated classes (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY, Opposer, v. BGK TRADEMARK HOLDINGS, LLC, Applicant.	Opposition No. 91234467 Serial No. 86883293 Mark: **BLUE IVY CARTER**

DECLARATION OF LAURA R. WASHINGTON
IN SUPPORT OF MOTION FOR ENTRY OF PROTECTIVE ORDER

I, Laura R. Washington, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am an attorney with the law firm of Latham & Watkins LLP, counsel of record for applicant BGK Trademark Holdings, LLC ("BGK"). I respectfully submit this declaration in support of BGK's motion for entry of protective order. I have personal knowledge of the facts contained in this declaration and, if called as a witness, could and would testify competently thereto.

2. On July 20, 2017, my office received a notice of deposition for Beyoncé Knowles-Carter ("Mrs. Carter"), requesting that Mrs. Carter appear for

deposition at the office of Blue Ivy's ("opposer") counsel on August 25, 2017. A true and correct copy of that deposition notice is attached hereto as **Exhibit 1**.

3. The following day, I e-mailed Mr. Hatch, counsel for opposer, to inform him that I had a conflict on August 25, 2017, and that the date he unilaterally selected for the deposition was not acceptable. In a subsequent phone call, I attempted to discuss Mrs. Carter's availability to appear for deposition, but Mr. Hatch and his colleague, Mr. Sege, refused to offer assurances that they would keep the date and time of that deposition confidential. I informed him that without their assurance of my client's privacy, we could not discuss her whereabouts or availability any further.

4. On July 31, 2017, I emailed Mr. Hatch and informed him that because he could not assure the protection of our client's privacy, it was necessary to modify the protective order. I proposed that we schedule a call to meet and confer regarding a modified protective order. A true and correct copy of my July 31, 2017 email is attached hereto as **Exhibit 2**.

5. On August 2, 2017, I participated in a meet and confer regarding the modified protective order with Mr. Hatch. During the meet and confer, I again explained BGK's privacy concerns and the need for a modified protective order. Subsequent to the meet and confer and that same day, I sent Mr. Hatch a proposed modified protective order to govern discovery. Thereafter, we engaged in email

correspondence regarding the proposed modified protective order. On August 4, 2017, Mr. Hatch provided his proposed edits to the protective order. While opposer agreed to some of BGK's revisions to the protective order, Mr. Hatch indicated that opposer would not agree to BGK's edits to the definition of confidential information, and would not agree to a "gag order" to keep deposition logistics confidential. Moreover, opposer deleted a provision allowing the Board to order terminating sanctions for a violation of the protective order. On August 10, 2017, I informed Mr. Hatch that we could not agree to opposer's proposed edits, as opposer had not agreed to key terms, which ensured that Mrs. Carter's and her family's privacy was protected. I then informed Mr. Hatch that we would be moving for relief with the Board. *See* Ex. 2.

6. On July 20, 2017, opposer also served a notice on my office, stating that he would be seeking to subpoena Mrs. Carter's husband, Shawn "Jay-Z" Carter for deposition. Opposer has also served interrogatories on Mrs. Carter, seeking to learn her home address and that of her husband. I informed Mr. Hatch that Mr. Carter is not represented by undersigned counsel, nor is he within BGK's control; therefore, we lacked authority to accept a subpoena on his behalf. A true and correct copy of that subpoena is attached hereto as **Exhibit 3**.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 10th day of August 2017 at Los Angeles, California.

/Laura R. Washington/
Laura R. Washington

Exhibit 1

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

In the Matter of Application Serial No. 86/883,293: BLUE IVY CARTER
Published in the Official Gazette of January 10, 2017 in all designated classed
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY, Opposer, v. BGK TRADEMARK HOLDINGS, LLC, Applicant.	Opposition No.91234467

NOTICE OF DEPOSITION OF BEYONCÉ GISELLE KNOWLES-CARTER

PLEASE TAKE NOTICE THAT, pursuant to the Code of Federal Regulations, 37 C.F.R. § 2.120(b) and the Federal Rules of Civil Procedure, Rule 30, Blue Ivy will take deposition of Beyoncé Giselle Knowles-Carter, believed to be currently residing at 26880 Pacific Coast Hwy, Malibu, CA 90265. Ms. Knowles-Carter is the sole member of the Applicant BGK Trademark Holdings, LLC.

The deposition will take place at the Law Office of Ryan E. Hatch 13323 W. Washington Blvd., Suite 100, Los Angeles, CA 90066, commencing at 9:00 a.m. on August 25, 2017. Testimony will be taken before an officer who is authorized to administer an oath and will be recorded by audiovisual and stenographic means.

Date: July 20, 2017

LAW OFFICE OF RYAN E. HATCH

By: / Ryan E. Hatch /

Ryan E. Hatch
13323 W. Washington Blvd., Suite 100
Telephone: (310) 435-6374
Facsimile: (312) 693-5328
Email: ryan@ryanehatch.com

Attorney for Opposer

CERTIFICATE OF SERVICE

I hereby certify that a copy of this **NOTICE OF DEPOSITION OF BEYONCÉ GISELLE KNOWLES-CARTER** has been served upon:

Marvin S. Putnam (Bar No. 212839)
LATHAM & WATKINS LLP
10250 Constellation Boulevard, Suite 1100
Los Angeles, California 90067
Telephone: +1.424.653.5500
Facsimile: +1.424.653.5501
Marvin.Putnam@lw.com

Laura R. Washington (Bar No. 266775)
LATHAM & WATKINS LLP
10250 Constellation Boulevard, Suite 1100
Los Angeles, California 90067
Telephone: +1.424.653.5500
Facsimile: +1.424.653.5501
Laura.Washington@lw.com

via email on July 20, 2017.

/ Ryan E. Hatch /
Ryan E. Hatch
Law Office of Ryan E. Hatch, P.C.
Attorney for Opposer

Exhibit 2

From: Washington, Laura (CC)
Sent: Thursday, August 10, 2017 8:37 PM
To: Ryan Hatch
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC); Sandler, Jonathan (CC)
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Follow Up Flag: Follow up
Flag Status: Completed

Ryan,

We have reviewed your edits. Your refusal to agree to keep the logistics of depositions confidential continues to amaze. It is plainly professional courtesy to keep confidential the deposition location, date, and time for public figures. We have been counsel in a number of matters involving public figures, and have both agreed to opposing counsel's wishes to keep such logistics confidential and have requested the same. Your client's refusal to grant this request frankly brings into question its motives for filing this opposition, and our client is gravely concerned that it filed this opposition and is seeking to depose the Carters simply to harass them.

In any event, we also cannot agree to your proposed edits because you have deleted the broader definition of "Confidential" information that we proposed to alleviate our client's privacy concerns, and also deleted the provision which allows for terminating sanctions as a remedy for a violation of the protective order. As you noted in your email below, another call is not needed. We are at an impasse. We will move for a modified protective order.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Friday, August 4, 2017 5:04 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

I don't know that another call is needed – you should let me know if you think so after reviewing our proposed edits.

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Friday, August 4, 2017 4:59 PM
To: Ryan Hatch <ryan@ryanehatch.com>

Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

We will review your proposed revisions. With respect to a further call to discuss the protective order, I am not available for a call until Wednesday after 1 p.m. I am in Boston on another matter on Monday and Tuesday.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Friday, August 4, 2017 4:32 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

Here are our proposed revisions, and note that we have accepted many of your edits. I interpret your failure to provide any authority (despite having weeks to consider your edits) as an admission that you have no authority. If you disagree, then I ask again that you provide any authority.

To answer your question, there is a distinction between not having any present intent to disclose details, and a gag order that restrains speech about matters of public concern. We are not willing to suppress information that is not properly designated as confidential. There are also policy concerns here.

To the extent you do not agree with our edits, let's set up a call on Monday to figure out how to proceed. A joint filing with both parties' positions might be most efficient.

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Friday, August 4, 2017 3:00 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

As you represented in our meet and confer on Wednesday and subsequent email today, you and your client presently have no intention to disclose the logistics surrounding the depositions in this matter. If your client's true intention is not to publicize this information, we cannot understand why your client continues to refuse to keep confidential the logistics surrounding the depositions. It would seem that the most effective way to resolve this dispute would be to agree that this information is confidential. But since you have not provided substantive comments regarding the proposed edits to the protective order, we may not fully understand your client's position. Please clarify your client's position regarding Section 1 of the proposed protective order and what details regarding the depositions that it is not willing to "suppress."

Moreover, this process would be more efficient, if you could provide substantive comments to our proposed edits to the protective order. You have now had our edits since Wednesday, yet have failed to provide substantive comments or a redline with proposed edits. Please promptly do so, so that we may fully understand your client's position on the entirety of the protective order, and can advise our client accordingly.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Friday, August 4, 2017 1:10 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

One thing I forgot to memorialize in my Aug 2 email was our plan to request substitute service of our subpoena on Mr. Carter. You confirmed BGK opposes this request.

Also, we do not wish to delay discovery over protective order disputes. Accordingly, please forward without further delay all authority you have supporting your proposed edits.

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Ryan Hatch
Sent: Thursday, August 3, 2017 1:56 PM
To: 'Laura.Washington@lw.com' <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

We are still reviewing, but I can tell you that the edits to Section 1, and the attempt to suppress the deposition details, will likely not be acceptable. There is no basis to define such broad categories of information as "confidential," without any regard to whether the categories include any actual trade secrets or commercially sensitive information. If you have any authority supporting these positions, please forward it for our review.

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Wednesday, August 2, 2017 5:38 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

Please find attached BGK's proposed edits to the TTAB Standard Protective Order. Once you have reviewed, please provide your client's position on these edits.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Wednesday, August 2, 2017 3:41 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

To memorialize our call:

1. BGK will send us proposed revisions to the Protective Order this afternoon;
2. BGK is not taking the position at this time that Ms. Carter may not be deposed;
3. BGK is not taking the position at this time that Ms. Carter has no personal knowledge relevant to the parties' claims and defenses;
4. BGK is not able at this time to identify any individuals (other than Mr. Schwartz and Ms. Carter) who have personal knowledge relevant to the parties' claims and defenses; but BGK has agreed to identify any such individuals in its initial disclosures;

Please let me know if the above is incorrect.

Thank you,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Tuesday, August 1, 2017 5:05 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

We will endeavor to provide you with proposed edits in advance, but may not be able to provide edits until after our call at 3:00 p.m.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Monday, July 31, 2017 3:06 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

Let's talk Wednesday at 3pm. I will call you then. Will you be sending the proposed edits to the PO in advance?

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Monday, July 31, 2017 3:01 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

I am not available at 10 a.m. PT tomorrow. I am available Wednesday at 3:00 p.m. or Thursday at 10:00 a.m. Please let me know if one of these times works for you.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Monday, July 31, 2017 12:43 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

We disagree with these positions. I'm available to meet and confer tomorrow morning at 10am PT on your request for a modified PO, and also to discuss a motion to compel we intend to file. If you know what the modifications are, please send a draft of the modifications as a redline against the operative PO before the call.

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Monday, July 31, 2017 12:04 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

Your representation of our efforts to confer about the scheduling of depositions is patently false. As you well know, it has been your practice of unilaterally scheduling deposition without consulting us. This practice started with the deposition of Jonathan Schwartz. You unilaterally scheduled that deposition without consulting us. After you unilaterally scheduled that deposition, we requested that going forward you consult us before doing so (as strongly recommended by TTAB). Yet, you ignored that request, as on July 20, 2017, again without ever consulting us about our client's or our availability for a deposition, you served deposition notices for Mrs. Beyoncé Knowles-Carter and Mr. Shawn Corey Carter. You unilaterally selected August 24 and 25, 2017 for the depositions. The next day, on July 21, 2017, we promptly informed you of our scheduling conflict via email, and again requested that you consult us before scheduling depositions. Later that afternoon, we spoke on the phone. We attempted to discuss, *inter alia*, the availability of Mrs. Carter to sit for deposition. We requested that you agree to keep the logistical details of any such deposition confidential, out of respect for Mrs. Carter's privacy. You refused, and stated that you would only agree to

comply with the terms of the default protective order in this matter. The default protective order does not adequately address our client's privacy concerns.

Given your refusal to afford us the professional courtesy of ensuring Mrs. Carter's privacy, at this time we are unable to discuss scheduling a deposition for her. As such, we believe it is prudent to meet and confer regarding a stipulated modified protective order. As you are surely aware, it appears the press has been alerted about developments in this matter prior to any public filings or orders. Thus, you should understand our client's concerns. Our client should not be subjected to harassment by the media or the intrusion of her privacy simply because your client filed this baseless opposition. If we cannot reach an agreement for a modified protective order, we will have no choice but to move for one.

In any event, given our discussions with you and your colleague Mr. Sege, we are particularly disturbed by the scheduling of Mrs. Carter's deposition. It appears that the deposition of Mrs. Carter has been requested for the sole purpose of harassing our client and gaining leverage. California courts have deemed such a tactic presumptively improper. We have not yet served initial disclosures, and you do not know whether Mrs. Carter in fact has any knowledge relevant to this dispute, or whether another employee or officer of BGK Trademark Holdings, LLC is the person most knowledgeable for any given topic. It is improper to seek to depose a corporate officer at the apex of the corporate hierarchy, absent a reasonable indication of the officer's personal knowledge of the case and absent exhaustion of less intrusive discovery methods.

That said, we will need to resolve the privacy issue before we address the reasonableness of your request for Mrs. Carter's deposition. Please let us know your availability this week to meet and confer regarding a modified protective order.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Monday, July 31, 2017 10:15 AM
To: Washington, Laura (CC) <Laura.Washington@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Cc: tara@alansege.com; alan@alansege.com; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

You have asked that we consult with you in scheduling depositions, but it has been one week without any response whatsoever to my email of July 24. This is especially troubling given BGK's history of not responding to emails or inquiries, and then accusing Blue Ivy of failing to meet and confer.

Please provide alternate dates without further delay, so we can schedule the depositions that we have noticed.

Best regards,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Monday, July 24, 2017 6:15 PM
To: Laura.Washington@lw.com; Jonathan.Sandler@lw.com
Cc: tara@alansege.com; alan@alansege.com; Marvin.Putnam@lw.com
Subject: Re: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

Please provide alternate dates that work for you.

Best,

Ryan E. Hatch
310-435-6374

-------- Original message --------
From: Laura.Washington@lw.com
Date: 7/21/17 10:18 AM (GMT-08:00)
To: Ryan Hatch <ryan@ryanehatch.com>, Jonathan.Sandler@lw.com
Cc: tara@alansege.com, alan@alansege.com, Marvin.Putnam@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Counsel:

We are not available on the dates unilaterally scheduled for the depositions of Mr. and Mrs. Carter. We will subsequently serve formal objections. Going forward, we again ask that you consult with us (as strongly recommended by TTAB) regarding a mutually agreeable date for all parties before scheduling any depositions.

Best,

Laura

Laura R. Washington

LATHAM & WATKINS LLP

10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067

D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Thursday, July 20, 2017 5:30 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Cc: tara@alansege.com; alan@alansege.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Counsel,

Please see attached discovery requests.

Thank you,

Ryan E. Hatch

Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Thursday, July 6, 2017 9:17 AM
To: Ryan Hatch <ryan@ryanehatch.com>; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Cc: tara@alansege.com; alan@alansege.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Hi Ryan,

Are you available on Tuesday July 18th at 11 am PT?

Thanks,

Laura

Laura R. Washington

LATHAM & WATKINS LLP

10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067

D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Monday, July 3, 2017 2:40 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Cc: Tara Klamrowski <tara@alansege.com>; Alan Sege (alan@alansege.com) <alan@alansege.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Hi Laura,

The deadline to conduct the discovery conference is July 19. At this time, I'm generally free Wed-Friday this week or July 17-19, but will be out all of next week on vacation.

Can we plan on Monday July 17 at 11am PT? If that does not work, please provide some dates/times that do.

Best,

Ryan E. Hatch

Work: 310-279-5076
Cell: 310-435-6374

From: Ryan Hatch
Sent: Monday, June 26, 2017 2:43 PM
To: 'Laura.Washington@lw.com' <Laura.Washington@lw.com>; John.Eastly@LW.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Cc: Tara Klamrowski <tara@alansege.com>; Alan Sege (alan@alansege.com) <alan@alansege.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Counsel:

Attached is a declaration provided by Jonathan Schwartz. Because we believe the declaration moots the need for a deposition of Mr. Schwartz, and to respect the limited time he has to spend with his family before he surrenders to law enforcement, we have taken the deposition off-calendar. Let me know if you wish to discuss.

Best,

Ryan E. Hatch

Work: 310-279-5076
Cell: 310-435-6374

From: Laura.Washington@lw.com [mailto:Laura.Washington@lw.com]
Sent: Thursday, June 22, 2017 10:04 AM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: John.Eastly@LW.com; Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Ryan,

Latham does not represent Mr. Schwartz. That said, we still need to find a date for the deposition that works for both parties and the third-party deponent.

Best,

Laura

Laura R. Washington

LATHAM & WATKINS LLP

10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067

D: +1.424.653.5578

From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Wednesday, June 21, 2017 6:09 PM
To: Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: Eastly, John (CC) <John.Eastly@LW.com>; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>
Subject: Re: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Laura,

Is Latham representing Mr. Schwartz?

Best,

Ryan E. Hatch

310-435-6374

-------- Original message --------

From: Laura.Washington@lw.com

Date: 6/21/17 6:00 PM (GMT-08:00)

To: Ryan Hatch <ryan@ryanehatch.com>

Cc: John.Eastly@LW.com, Marvin.Putnam@lw.com, Jonathan.Sandler@lw.com

Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Mr. Hatch,

It is customary and professional courtesy to inquire as to the applicant's counsel's availability before scheduling a date for a deposition. You have scheduled Mr. Schwartz's deposition for June 30th, which is the Friday before the 4th of July holiday weekend. At present, Mr. Putnam is not available that day, as he is traveling. Please provide your availability for alternative dates,

so that we schedule the deposition for a day mutually agreed upon by the parties.

Best,
Laura

Laura R. Washington

LATHAM & WATKINS LLP
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067
T: +1.424.653.5578
-----Original Message-----
From: Ryan Hatch [mailto:ryan@ryanehatch.com]
Sent: Wednesday, June 21, 2017 2:24 PM
To: Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>; Washington, Laura (CC) <Laura.Washington@lw.com>
Cc: Eastly, John (CC) <John.Eastly@LW.com>
Subject: RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Counsel:

Please see attached Notice of Deposition and Subpoena to be served on Mr. Schwartz.

Best,

Ryan E. Hatch
Work: 310-279-5076
Cell: 310-435-6374

-----Original Message-----
From: John.Eastly@LW.com [mailto:John.Eastly@LW.com]
Sent: Monday, June 19, 2017 5:44 PM
To: Ryan Hatch <ryan@ryanehatch.com>
Cc: Marvin.Putnam@lw.com; Jonathan.Sandler@lw.com; Laura.Washington@lw.com
Subject: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Dear Counsel,

Please see that attached: "Answer and Affirmative Defenses of BGK Trademark Holdings, LLC," which was filed with the TTAB today

Regards,

John

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Latham & Watkins LLP

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intended recipient. Any review, disclosure, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies including any attachments.

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Latham & Watkins LLP

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Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, disclosure, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies including any attachments.

Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

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Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

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Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, disclosure, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies including any attachments.

Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, disclosure, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies including any attachments.

Latham & Watkins LLP or any of its affiliates may monitor electronic communications sent or received by our networks in order to protect our business and verify compliance with our policies and relevant legal requirements.

Latham & Watkins LLP

Exhibit 3

UNITED STATES DISTRICT COURT

for the

Central District of California

BLUE IVY *Plaintiff* v. BGK TRADEMARK HOLDINGS, LLC *Defendant*	)	Civil Action No. TTAB Op. No. 91234467

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Shawn Corey Carter

(Name of person to whom this subpoena is directed)

☑ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Place:	Date and Time:
Law Office of Ryan E. Hatch, PC 13323 Washington Blvd., Suite 100 Los Angeles, CA 90066	08/24/2017 9:00 am

The deposition will be recorded by this method: Stenographic and audiovideo means

☑ *Production:* You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See Attachment 1.

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 07/20/2017

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Ryan E. Hatch

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Opposer Blue Ivy, who issues or requests this subpoena, are:

Ryan E. Hatch, 13323 Washington Blvd., Ste 100, Los Angeles, CA 90066, ryan@ryanehatch.com, 310-279-5076.

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. TTAB Op. No. 91234467

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

❒ I served the subpoena by delivering a copy to the named individual as follows: _____

_____

_____ on *(date)* _____ ; or

❒ I returned the subpoena unexecuted because: _____

_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) ***For a Trial, Hearing, or Deposition.*** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) ***For Other Discovery.*** A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) ***Avoiding Undue Burden or Expense; Sanctions.*** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) ***Command to Produce Materials or Permit Inspection.***

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) ***Quashing or Modifying a Subpoena.***

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative*. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) ***Producing Documents or Electronically Stored Information.*** These procedures apply to producing documents or electronically stored information:

(A) *Documents*. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) ***Claiming Privilege or Protection.***

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

ATTACHMENT 1 TO THE SUBPOENA OF SHAWN COREY CARTER

DEFINITIONS

1. The "2012 Trademark Application" means the USPTO Application Serial Number 85/526,099.

2. The "2016 Trademark Application" means the USPTO Application Serial No. 86/883,293.

3. "Mr. Carter" "You," or "Your" means Shawn Corey Carter (Jay Z).

4. "Blue Ivy" means and includes the Opposer, Blue Ivy and its employees, representatives, managers, or other Persons acting for or on its behalf, including Veronica Morales.

5. "BLUE IVY Mark" means the United States Patent and Trademark Office Trademark Registration No. 4,224,833.

6. "Communication" and "Communications" means and includes any record of any communication, including but not limited to electronic messages, including text messages, messages sent with mobile or desktop applications, emails, attachments messages, letters, written correspondence, written communications, notes, and summaries of any telephonic or other verbal or non-verbal communication.

7. "Document" and "Documents" are used herein in the broadest possible sense as specified in and interpreted under Rule 34 of the Federal Rules of Civil Procedure, and includes, without limitation, all originals and copies, duplicates, drafts, and recordings of any written, graphic, or otherwise recorded matter, however produced, reproduced, or stored, including discussions, conferences, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters, correspondence, notes, telegrams, facsimiles, e-mail, memoranda, documents, writings, and Communications (as defined herein).

8. "GSO" means GSO Business Management, LLC and any of its and its officers, employees, directors, shareholders, affiliates, subsidiaries, agents,

representatives, managers, partners, joint venturers, or other persons acting for or on its behalf

9. "USPTO" means the United States Patent and Trademark Office.

10. "Vanity Fair Article" means the article featured in the October 2013 issue of Vanity Fair entitled "Jay Z Has the Room."

11. "Ms. Knowles-Carter" means the artist Ms. Beyoncé Giselle Knowles-Carter.

12. "Mr. Schwartz" means BGK's former Executive Vice President, Jonathan Schwartz.

DOCUMENTS

1. All Documents and Communications evidencing an intent to use the mark BLUE IVY CARTER on goods or services in United States commerce, as of January 22, 2016.

2. All Documents and Communications relating to the Vanity Fair Article.

3. All Documents and Communications relating to the statements attributed to You in the Vanity Fair Article that "you don't want anybody trying to benefit off your baby's name."

4. All Documents and Communications relating to the statements attributed to You in the Vanity Fair Article that "It wasn't for us to do anything; as you see, we haven't done anything."

5. All Documents and Communications relating to the statements attributed to You in the Vanity Fair Article relating to trademark issues.

6. All Documents and Communications relating to the 2016 Trademark Application.

7. All Communications with Ms. Knowles-Carter relating to the 2016 Trademark Application.

8. All Communications with Celestine Knowles Lawson relating to what it means to have a "bona fide intent" to use a trademark in commerce.

9. All Communications with any third party relating to what it means to have a "bona fide intent" to use a trademark in commerce.

10. All Communications with Ms. Knowles-Carter relating to an intent to use the mark BLUE IVY CARTER on goods or services in United States commerce, as of January 22, 2016.

11. All Communications with Celestine Knowles Lawson relating to the filing of trademark applications.

12. All Documents and Communications relating to any actual use of the mark BLUE IVY CARTER on any goods or services in United States commerce, from January 22, 2016 to present.

13. All Documents and Communications evidencing any third party's intent to use the mark BLUE IVY CARTER in United States commerce, as of January 22, 2016.

14. All Documents and Communications relating to any revenues received by You or any third party from use of the BLUE IVY CARTER on any goods or services in United States commerce, from January 22, 2016 to present.

15. All Communications between You and any third party relating to the 2016 Trademark Application.

16. All non-privileged Communications relating to the 2016 Trademark Application.

17. All Documents and Communications relating to Your knowledge of Blue Ivy on or before February 1, 2012.

18. All Documents and Communications relating to Blue Ivy.