TTAB

Frederick S. Berretta
AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
550 West C Street, Suite 1200
San Diego, California 92101
(619) 235-8550
(619) 235-0176 (FAX)

Attorneys for Registrant
SANTANA'S GRILL, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ARTURO SANTANA GALLEGO Petitioner, v. SANTANA'S GRILL, INC. Registrant.	Cancellation Nos. 92043152 76345542 (Consolidated) 92043160 76345537 92043175 76345538 I hereby certify that this correspondence and all marked attachments are being deposited with Federal Express and addressed to Trademark Trial & Appeal Board, P.O. Box 1451 Alexandria VA, 22313-1451 on: February 28, 2005 (Date) Frederick S. Berretta

<u>REGISTRANT'S MOTION FOR SUMMARY JUDGMENT</u>

<u>OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES,</u>

<u>AND SUPPORTING MEMORANDUM</u>

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Registrant Santana's Grill, Inc. respectfully moves the Trademark Trial and Appeal Board (the "Board") for summary judgment under Rule 56(b) of the Federal Rules of Civil Procedure dismissing Petitioner's Consolidated Cancellation Proceeding in its entirety or, in the alternative, for summary adjudication of issues under Rule 56(d) of the Federal Rules of Civil Procedure. This Motion is supported by the accompanying Memorandum of Points and Authorities and the Declarations of Abelardo Santana Lee and Claudia Vallarta Santana and the exhibits attached thereto all concurrently filed herewith.

I. INTRODUCTION

Registrant's Motion should be granted because the undisputed documentary evidence and Petitioner's own admissions establish as a matter of law that Registrant is the rightful owner of the three service marks that are the subject of this Consolidated Cancellation. Accordingly, there has been no fraud in procuring the registrations and Petitioner has no evidence to support its specious fraud allegations. Additionally, Petitioner has now conceded in his own recently filed motion for summary judgment that the subject service marks have been used "in commerce" under the Lanham Act. Registrant is the presumptive owner of valid registrations in the marks and Petitioner will be unable to carry his heavy burden in this Cancellation to rebut that presumption. No reasonable trier of fact could conclude otherwise on this record, and so the Board may decide these issues as a matter of law based on the undisputed record.

II. STATEMENT OF RELEVANT FACTS

A. The Parties And The Subject Trademarks

Registrant Santana's Grill, Inc., is a corporation formed and co-owned by husband and wife Abelardo Santana Lee and Claudia Vallarta Santana. Registrant now owns and operates or licenses six Mexican food restaurants in San Diego County, California, under the names "Santana's Mexican Grill" or "Santana's Mexican Food," and plans to continue expanding its business. Registrant is the owner of the three registered service marks that are the subject of this consolidated Cancellation Proceeding: U.S. Registration No. 2,631,458 for SANTANA'S MEXICAN FOOD...ES MUY BUENO, U.S. Registration No. 2,682,978 for SANTANA'S

MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design, and U.S. Registration No. 2,634,976 for SANTANA'S MEXICAN GRILL. Exs. 1, 2 and 3 (hereinafter "the '458, '978 and '976 Registrations," respectively).[1]

For over thirteen years now Registrant has been very successful in developing its Mexican food restaurant business and the goodwill associated with the subject marks. Those efforts include careful quality control of the restaurants, uniformity in terms of the manner in which the restaurants are run (e.g., having employees wear uniform clothing bearing the marks and logos) and the menu items offered and ingredients used, and advertising for all the restaurants. Decl. of Abelardo Santana Lee, ¶ 3; Decl. of Claudia Vallarta Santana, ¶ 3. Through this approach, Registrant has developed substantial goodwill in its registered service marks for Mexican food restaurants that offer uniformly high quality food and services. Being in San Diego near several large military bases and relatively close to the border, Registrant's restaurants cater to many out-of-state tourists and military personnel, as well as to visitors from Mexico. Decl. of Abelardo Santana Lee, ¶ 3; Decl. of Claudia Vallarta Santana, ¶ 3.

Petitioner Arturo Santana Gallego is the father of Abelardo Santana Lee and started what would become the first restaurant to use the name "Santana's Mexican Food," located at 1480 Rosecrans Street in San Diego. When Petitioner originally opened at this location he used other names like "Alberto's" and "Corona's." By 1988 he started using the name "Santana's Mexican Food" at 1480 Rosecrans Street. Ex. 4. During this time Abelardo Santana Lee worked at the restaurant at 1480 Rosecrans Street. Decl. of Abelardo Santana Lee, ¶ 4. A few years later Registrant acquired this restaurant from Petitioner in a transaction completed in January of 1992. Exs. 5 and 6; Decl. of Abelardo Santana Lee, ¶ 5. Petitioner continued to own another restaurant at a remote location in Yucca Valley, San Bernardino County, California, that was also named "Santana's Mexican Food." However, the "Santana's Mexican Food" name was first used at the

[1] Unless otherwise noted all exhibits are attached to and identified in the Declarations of Abelardo Santana Lee (Registrant's President) and Claudia Vallarta Santana (Registrant's Vice President and Secretary) filed with this Motion.

1480 Rosecrans Street restaurant, and only later at the Yucca Valley location. Cancl. Petitions, '978 Reg., ¶ 3; '976 Reg. ¶ 3. Petitioner sold the Yucca Valley restaurant to a third party in 1998 and has been out of the restaurant business ever since. Cancl. Petition, '458 Reg., ¶ 5.

Despite this, Petitioner still claims to be the "owner through use" of the service mark SANTANA'S MEXICAN FOOD. Cancl. Petition, '458 Reg., ¶ 1. In Petitioner's recently filed summary judgment motion he now claims to be a "licensor" exercising "control" over the use of the subject trademarks. Registrant of course contests this assertion because Petitioner has not owned or operated any restaurants since 1998 and has not been controlling anyone's use of the marks. Decl. of Abelardo Santana Lee, ¶¶ 6-7; Decl. of Claudia Vallarta Santana, ¶¶ 6-7. Petitioner brought this Cancellation Proceeding in response to a trademark infringement lawsuit filed by Registrant in the Southern District of California against several third parties including two of Petitioner's sons and the party who purchased the Yucca Valley restaurant.[2]

B. <u>Facts Relevant To The Ownership Of The Three Subject Trademarks</u>

Registrant filed applications for the three subject service marks on December 5, 2001, and the three marks were all registered by February 2003 without opposition. Exs. 1, 2, and 3. Petitioner generally alleges in his three Petitions to Cancel that the marks were not used "in commerce," that Registrant does not own the marks, and that Registrant committed "fraud" in obtaining its registrations. In Petitioner's recently filed summary judgment motion, however, he now concedes that the marks were used in commerce. The oaths were all signed by Claudia Vallarta Santana, Vice President and Secretary of Registrant, and as is typical generally provide that Registrant believes it owns the marks and believes that no other person or entity may use the marks in a confusingly similar manner. The facts surrounding Registrant's ownership of the

[2] As is typical and proper with pending district court litigation, the Board suspended this Cancellation Proceeding in response to a request from Registrant. However, the District Court subsequently granted Petitioner's motion to stay the litigation despite the overwhelming legal authority to the contrary, reasoning that the Board should first resolve the issues in this consolidated Cancellation Proceeding. Registrant seeks prompt resolution of the issues raised by Petitioner in this proceeding so that it may return to its District Court lawsuit and put a halt to ongoing and damaging infringement of its registered trademarks.

three subject service marks are therefore relevant to this Motion and demonstrate the good faith of Claudia Vallarta Santana and Registrant in submitting the applications.

1. **Registrant's Ownership Of U.S. Registration No. 2,631,458 For SANTANA'S MEXICAN FOOD...ES MUY BUENO**

Registrant Santana's Grill, Inc. was incorporated in 1998. From 1992 until its incorporation in 1998, Registrant was run as a "dba" of husband and wife partnership Abelardo Santana Lee and Claudia Vallarta Santana. References to "Registrant" herein include its predecessor business prior to incorporation. Registrant first started in the Mexican food business by acquiring the restaurant located at 1480 Rosecrans Street in San Diego from Petitioner in a transaction that was completed in January 1992.[3] In order to accomplish the acquisition, Registrant first joined Petitioner as partners in the restaurant business located at 1480 Rosecrans Street on December 31, 1991, and took over the lease for the premises. Ex. 5. Then, on January 27, 1992, Petitioner was "deleted" from the partnership. Ex. 6. Petitioner did not retain any rights or control over the restaurant at 1480 Rosecrans Street, which after the transaction was under the complete and sole control of Registrant. Decl. of Abelardo Santana Lee, ¶ 5; Decl. of Claudia Vallarta Santana, ¶ 5.

Significantly, as part of the acquisition, Petitioner abandoned his Fictitious Business Name Statement in San Diego County for "Santana's Mexican Food" so that Registrant could file it with the San Diego County Recorder's Office and thereby take possession of the service mark as its own. Exs. 7 and 8. Registrant understood this to be a transfer of the mark along with the business and associated goodwill, and based on that has built its business to now six restaurants in San Diego County. Decl. of Abelardo Santana Lee, ¶ 6; Decl. of Claudia Vallarta

[3] Petitioner alleges that he gave the restaurant at 1480 Rosecrans Street to Registrant as a "gift." Cancl. Petition, '458 Reg., ¶ 4. Registrant contends that it paid Petitioner $40,000 for the restaurant in the form of debt forgiveness and a part ownership in real estate in Tecate, Mexico. Decl. of Abelardo Santana Lee, ¶ 5. This dispute, however, is not relevant to this Motion because there is no debate that Registrant or its predecessor acquired sole ownership of the restaurant business at 1480 Rosecrans Street from Petitioner by January 1992. Exs. 5 and 6.

Santana, ¶ 6. Petitioner did not retain any rights in the service mark with respect to the business and goodwill associated with the restaurant located at 1480 Rosecrans Street. Therefore, by virtue of the acquisition, Registrant became the sole owner of the senior user of the service mark SANTANA'S MEXICAN FOOD...ES MUY BUENO, the restaurant located at 1480 Rosecrans Street, and all the goodwill associated with that business. Ex. 1. Registrant has continuously used the service mark that is the subject of the '458 Registration in commerce at 1480 Rosecrans Street, at Registrant's other restaurants, and in general advertising for all its restaurants to the present day. Decl. of Abelardo Santana Lee, ¶ 7; Decl. of Claudia Vallarta Santana, ¶ 7. Accordingly, Registrant may claim priority of use of the SANTANA'S MEXICAN FOOD...ES MUY BUENO service mark going back to its first use at the 1480 Rosecrans Street restaurant in 1988.

It was on this basis that Claudia Vallarta Santana signed the declaration for registration of this service mark that issued as the '458 Registration, so Registrant owns the mark and there was no fraud in procuring the registration.

2. Registrant's Ownership Of U.S. Registration No. 2,682,978 For SANTANA'S MEXICAN FOOD And Design

The '978 Registration is a composite word and design mark that includes the words SANTANA'S MEXICAN FOOD...ES MUY BUENO and HOME OF FAMOUS CALIFORNIA BURRITO. Ex. 2. Claudia Vallarta Santana created this service mark in early 1993 with the assistance of Maite Agahnia of Neo Design in San Diego. Ex. 9; Decl. of Claudia Vallarta Santana, ¶ 8. Registrant has used this design mark in commerce in various forms, sometimes without the words HOME OF FAMOUS CALIFORNIA BURRITO and sometimes only with the words SANTANA'S MEXICAN FOOD. However, it is always used with the words SANTANA'S MEXICAN FOOD sandwiched between the distinctive upper and lower "saw tooth" patterns that are part of the design. Ex. 10; Decl. of Claudia Vallarta Santana, ¶ 8. Petitioner had absolutely no involvement in the creation or first use of the service mark of the '978 Registration. Decl. of Abelardo Santana Lee, ¶ 8; Decl. of Claudia Vallarta Santana, ¶ 8.

Petitioner does not claim to be the first user of this word mark and design, he only alleges the same ownership right to the word mark SANTANA'S MEXICAN FOOD as discussed above, and he claims to have "invented" the "California Burrito." Cancl. Petition, '978 Reg., ¶ 4. Nor does Petitioner claim to be the first user of the phrase HOME OF FAMOUS CALIFORNIA BURRITO as a trademark. Rather, Petitioner alleges that through his inventorship claim one of his restaurants was literally the real "home" of the California Burrito. Cancl. Petition, '978 Reg., ¶ 4. Of course, even assuming Petitioner's claim of inventorship is true, "inventorship" of the underlying product is not relevant to ownership of the mark. In any event, by 1993 when this word and design mark was first created Registrant was making its own version of the "California Burrito" and Registrant was the first to use the phrase HOME OF FAMOUS CALIFORNIA BURRITO as a trademark in what issued as the '978 Registration. Decl. of Abelardo Santana Lee, ¶ 9; Decl. of Claudia Vallarta Santana, ¶ 9; Ex. 2.

When Registrant first applied for registration of this mark, it mistakenly indicated that the date of first use in commerce coincided with the 1988 date of first use of the words SANTANA'S MEXICAN FOOD alone, and the '978 Registration issued with that incorrect date. Ex. 2. This was merely an honest mistake caused by a misunderstanding between Registrant and its attorney, as obviously the design mark as a whole was not created until 1993. Decl. of Claudia Vallarta Santana, ¶ 10. The mistake was corrected by the Registrant by a Request for Corrected Registration Certificate under 37 C.F.R. § 2.175 submitted to the U.S. Patent and Trademark Office ("PTO") in October 2003. Ex. 11. Registrant has continuously used this service mark in commerce at all its restaurants and in general advertising for all its restaurants to the present day. Decl. of Claudia Vallarta Santana, ¶ 9. Accordingly, Registrant may claim priority of use of this service mark going back to its first use in 1993.

It was on this basis that Claudia Vallarta Santana signed the declaration for registration of this service mark that issued as the '978 Registration, so Registrant owns the mark and there was no fraud in procuring the registration.

3. Registrant's Ownership Of U.S. Registration No. 2,634,976 For SANTANA'S MEXICAN GRILL

The '976 Registration is a service mark for the words SANTANA'S MEXICAN GRILL. Ex. 3. The SANTANA'S MEXICAN GRILL service mark of the '976 Registration was created by Abelardo Santana Lee and Claudia Vallarta Santana in 1997 as part of Registrant's overall plan to incorporate its business as "Santana's Grill, Inc." Decl. of Abelardo Santana Lee, ¶ 11; Decl. of Claudia Vallarta Santana, ¶ 11. Registrant planned to start using this mark at its other restaurant locations, including 1480 Rosecrans Street, 1525 Morena Boulevard, and two new locations to open at 411 Broadway in El Cajon, and 3742 Midway Drive, all in San Diego County. *Id.* This mark was first used at the restaurant located at 411 Broadway in November of 1997 because that was the first of the two new locations to open. *Id.* The restaurant at 411 Broadway was opened and set up by Registrant with the intention that it would be owned and operated by Abelardo Santana Lee's brother, Arturo Santana Lee, as another in the growing chain of Registrant's Mexican food restaurants. *Id.* It was always the understanding and intention of Abelardo Santana Lee and Claudia Vallarta Santana that Arturo Santana Lee would operate the restaurant in the same manner as Registrant's other restaurants, with the same menu items, ingredients and quality. *Id.*

At this time in late 1997, Arturo Santana Lee was still an employee of Registrant. Ex. 12.[4] Decl. of Abelardo Santana Lee, ¶ 12; Decl. of Claudia Vallarta Santana, ¶ 12. Registrant also guaranteed the lease for the 411 Broadway restaurant. Ex. 13. Registrant also arranged for insurance at the 411 Broadway restaurant from Farmers Insurance Group, the company it had already been using at its other restaurants. Ex. 14. Registrant also arranged for various services for the 411 Broadway restaurant such as bookkeeping, banking, gas and electric, telephone, water, sewer, and waste disposal. Decl. of Abelardo Santana Lee, ¶ 12; Decl. of Claudia Vallarta

[4] Exhibit 12 has been filed under seal because it shows employment information and social security numbers for Registrant's employees in 1997, one of which was third party Arturo Santana Lee.

Santana, ¶ 12. Moreover, when the Fictitious Business Name Statement in San Diego County for "Santana's Mexican Grill" was applied for, Registrant filed out the form for Arturo Santana Lee's signature using Registrant's original address, 2067 Cecelia Terrace in San Diego. Ex. 15; Decl. of Abelardo Santana Lee, ¶ 13; Decl. of Claudia Vallarta Santana, ¶ 13. This is the same original address for Registrant found on the '458, '978 and '976 Registrations. Exs. 1, 2 and 3. Arturo Santana Lee could not do this on his own; in late 1997 he lived in Mexico and still to this day speaks little or no English. Decl. of Abelardo Santana Lee, ¶ 13; Decl. of Claudia Vallarta Santana, ¶ 13. Arturo Santana Lee therefore necessarily took direction from Registrant in all aspects of opening the restaurant at 411 Broadway.

Registrant orchestrated the entire set up and employee training necessary to open the restaurant at 411 Broadway, and instructed Arturo Santana Lee to use the "Santana's Mexican Grill" name under an implied license with the understanding that he would operate the restaurant in a manner substantially uniform to the restaurants already operated by Registrant. Decl. of Abelardo Santana Lee, ¶ 14; Decl. of Claudia Vallarta Santana, ¶ 14. Abelardo Santana Lee and Claudia Vallarta Santana worked very hard to open the restaurant at 411 Broadway and properly train the new employees, in part to help Abelardo's brother get into a successful business in the United States, and mainly because all of Registrant's restaurants could benefit by buying the same supplies and ingredients in greater quantities and at better discounts. *Id.* Arturo Santana Lee agreed to this arrangement and never indicated that he wanted to do anything different, which of course would have been unacceptable to Registrant. *Id.*

In April of 1998 Registrant incorporated as "Santana's Grill, Inc.," and by July 1998 opened its fourth restaurant at 3742 Midway Drive using the SANTANA'S MEXICAN GRILL mark. Exs. 16 and 17. With the opening of this fourth location Registrant prepared a uniform menu for all four restaurants, including the one at 411 Broadway. Ex. 18. This further evidences the intentions and understandings of all the parties involved that the 411 Broadway restaurant would be allowed to use the "Santana's Mexican Grill" name only on condition that it operate in the same manner and with the same menu as the other three restaurants in Registrant's growing

chain of Mexican food restaurants. Decl. of Abelardo Santana Lee, ¶¶ 15-16; Decl. of Claudia Vallarta Santana, ¶¶ 15-16. Registrant therefore was controlling the manner of use of the mark at the 411 Broadway location by training employees, establishing the menu and recipes used, and lining up the suppliers of the ingredients, among other things. *Id.* Registrant intended to continue this oversight and quality control over the 411 Broadway restaurant because it also had three other restaurants at this time and substantial and valuable customer goodwill that it did not want to jeopardize. *Id.*

What started this dispute in part was the fact that Arturo Santana Lee apparently no longer wants to operate his restaurants in the same high quality manner as Registrant's now six other "Santana's Mexican Grill" restaurants in San Diego. However, he wants to continue using Registrant's trademark, which is causing rampant consumer confusion because Registrant's chain of restaurants has become very popular in San Diego. Decl. of Abelardo Santana Lee, ¶ 17; Decl. of Claudia Vallarta Santana, ¶ 17. Arturo Santana Lee now wants to strike out on his own, after having been completely set up in the restaurant business by Registrant, but rather than change the name of his restaurants to "Arturo's," for example, he wants to continue enjoying the benefits of Registrant's goodwill developed over thirteen years of hard work and dedication to this business. In fact, he is still to this day using the menu created back in 1998 listing the addresses of three of *Registrant's* other restaurants. *Id.*, Ex. 18.

Although Registrant gave the July 1998 date as its first use "on or before" date when it applied for the '976 Registration, this was again due to an honest misunderstanding between Registrant and its attorney about the concept that Registrant could claim its first use through a licensee and not just by its own direct use. Decl. of Claudia Vallarta Santana, ¶ 18. Registrant claims ownership and use of the mark SANTANA'S MEXICAN GRILL to the November 1997 first use date at 411 Broadway by virtue of the fact that Registrant created the mark and licensed its use to Arturo Santana Lee (then an employee of Registrant), completely set up the restaurant at 411 Broadway to be operated as one of Registrant's chain, and the continuing direct use of the

mark by Registrant itself since 1998 to the present. Decl. of Abelardo Santana Lee, ¶¶ 11-16; Decl. of Claudia Vallarta Santana, ¶¶ 11-16.

It was on this basis that Claudia Vallarta Santana signed the declaration for registration of this service mark that issued as the '976 Registration, so Registrant owns the mark and there was no fraud in procuring the registration. Significantly, Petitioner himself did not originally claim to be the owner of the SANTANA'S MEXICAN GRILL mark. Cancl. Petition, '976 Reg. ¶ 5. In his recently filed summary judgment motion, however, that story has changed and he is now claiming to be a "licensor" of the mark. In fact, Petitioner has had no involvement in the creation or use of this service mark, as he sold his only other restaurant in Yucca Valley to a third party in 1998. Cancl. Petition, '976 Reg. ¶ 9. Petitioner has been out of the Mexican food restaurant business ever since. Decl. of Abelardo Santana Lee, ¶ 19; Decl. of Claudia Vallarta Santana, ¶ 19. Petitioner therefore has no real claim to be an owner or licensor of the SANTANA'S MEXICAN GRILL mark.

Finally, Petitioner alleges that the '976 Registration for SANTANA'S MEXICAN GRILL should be canceled because it is confusingly similar to the mark SANTANA'S MEXICAN FOOD that he claims to own. Cancl. Petition, '976 Reg. ¶ 10. Petitioner reasons the marks must be confusingly similar because Registrant sued Arturo Castaneda for trademark infringement of the '976 Registration for SANTANA'S MEXICAN GRILL but supposedly Arturo Castaneda only uses the mark SANTANA'S MEXICAN FOOD. Cancl. Petition, '976 Reg. ¶ 10. Petitioner's syllogism is flawed for two important and independent reasons. First, it assumes that Petitioner owns the SANTANA'S MEXICAN FOOD mark and as explained above he does not. Registrant owns both marks so can register both. Second, Arturo Castaneda has in fact used the SANTANA'S MEXICAN GRILL mark for his restaurants even though he has absolutely no right to do so. Ex. 19. This is a cause of serious concern for Registrant because Arturo Castaneda has recently failed to obtain an "A" cleanliness rating from the San Bernardino County Department of Public Health at one of his restaurants and so threatens to tarnish Registrant's trademarks and undermine the goodwill in the marks painstakingly developed over

Registrant's thirteen years of effort. Ex. 20. This is yet another reason why Registrant was compelled to bring this lawsuit to protect its valuable goodwill and trademarks, because the third parties that have now aligned themselves with Petitioner operate their restaurants in a low quality, haphazard and sometimes unsanitary manner. Decl. of Abelardo Santana Lee, ¶ 20; Decl. of Claudia Vallarta Santana, ¶ 20.

C. The Present Use Of The Three Subject Trademarks

Significantly, the Registrant is currently the only party that is using the subject trademarks at its six restaurant locations in a consistent manner so as to build more brand recognition and goodwill. Decl. of Abelardo Santana Lee, ¶ 21; Decl. of Claudia Vallarta Santana, ¶ 21. Petitioner is not using the subject marks at all, having sold his last restaurant in 1998. Cancl. Petition, '976 Reg. ¶ 9. Petitioner apparently believes that he has the personal authority to grant anyone a "license" to use the subject trademarks in any manner they please despite the federal registrations. Third party Arturo Castaneda uses the subject marks at all three of his restaurants, two of which were opened after the marks registered. Cancl. Petition, '458 Reg. ¶ 5. Petitioner's other son, Pedro Santana Lee, also uses one or more of the subject marks at his own restaurant but he has no possible claim to any of the subject marks. As discussed above, Arturo Santana Lee uses the subject marks at his restaurants, but he, Arturo Castaneda and Pedro Santana Lee all do so in a haphazard and non-uniform manner because they all want to be independent. Decl. of Abelardo Santana Lee, ¶ 21; Decl. of Claudia Vallarta Santana, ¶ 21. As discussed above, Arturo Castaneda's failure to obtain an "A" cleanliness rating for at least one of his restaurants threatens to tarnish and damage the marks and Registrant's goodwill. Only Registrant is using the subject marks as true "trademarks" or symbols of origin for its chain of six restaurants in a manner that will maintain and enhance the substantial customer recognition, loyalty and goodwill to which the marks have become associated. Ex. 21.

III. LEGAL STANDARDS ON THIS MOTION

On summary judgment the moving party bears the initial burden of proof, and must establish that there is "no genuine issue of material fact and that [it is] entitled to judgment as a

matter of law." *Fed. R. Civ. P. 56(c).* The evidence must be sufficient for the Board to hold that no reasonable trier of fact could find other than for the moving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586, 106 S. Ct. 1348, 1356 (1986). Summary judgment should be granted "against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 2552 (1986). Although all reasonable inferences and doubts drawn from the record must be resolved against the moving party, the non-moving party cannot properly respond merely by pointing to allegations or denials in its pleadings, but "must set forth specific facts showing there is a genuine issue for trial." Fed. R. Civ. P. 56(e). The responding party must "do more than simply show that there is some metaphysical doubt as to the material facts." *Matsushita*, 475 U.S. at 586, 106 S. Ct. at 1356.

Petitioner bears the ultimate burden of proof in this cancellation proceeding. Lanham Act §7(b), 15 U.S.C.A. §1057(b), generally provides that the registration of a mark upon the principal register shall be prima facie evidence of the validity of the registered mark, of the registrant's ownership of the mark, and of the registrant's exclusive right to use the registered mark. *See American Home Products Corp. v. Johnson Chemical Co.*, 589 F.2d 103, 106 (2d Cir. 1978) (registration creates "strong presumption" of validity). Petitioner must therefore overcome this strong presumption in favor of Registrant and must respond with sufficient evidence establishing the existence of every element essential to Petitioner's case. As set forth below, based on the undisputed facts Petitioner will be unable to do so and so summary judgment should be granted in favor of Registrant

IV. SUMMARY JUDGMENT AGAINST THE PETITIONER'S CONSOLIDATED CANCELLATION PROCEEDING SHOULD BE GRANTED AS A MATTER OF LAW

Summary judgment may be granted against Petitioner as a matter of law because the undisputed facts reveal that (a) the subject trademarks were used "in commerce" under the Lanham Act, (b) the Petitioner does not own any of the subjects trademarks, and (c) Registrant

could not have committed fraud in obtaining the subject registrations because of Registrant's good faith basis to claim ownership of the trademarks and the absence of any evidence of fraudulent intent on the part of Registrant.

A. <u>The Subject Trademarks Have Been Used "In Commerce" Under The Lanham Act</u>

Although Petitioner half-heartedly alleged that the marks were not used "in commerce" when he filed the original petitions, he now concedes in his recently filed summary judgment motion that the marks have been used in commerce. *See also Larry Harmon Pictures Corp. v. Williams Restaurant Corp.*, 929 F.2d 662, 666 (Fed. Cir. 1991), cert. denied, 502 U.S. 823 (1991) (service of out-of-state customers in a single-location restaurant). The Board has long held that even single location establishments that provide services to interstate travelers use their marks "in commerce" under the Lanham Act. *See In re Smith Oil Corp.*, 156 U.S.P.Q. 62, 63 (T.T.A.B. 1967); *In re Ponderosa Motor Inns, Inc.,* 156 U.S.P.Q. 474, 475 (T.T.A.B. 1968).

Registrant's restaurants are located in San Diego, one of the most popular tourist destinations in the United States. Registrant's restaurant at 1480 Rosecrans Street, for example, is located within two miles of the San Diego International Airport, the United States Naval Training Center, and Fort Rosecrans Military Reservation, as well as being on the way to Cabrillo National Monument, a popular tourist location at the tip of Point Loma. Ex. 22. Registrant's restaurant at 3742 Midway Drive is located in the same area. *Id.* Accordingly, many of Registrants customers have included out-of-state tourists and military personnel stationed in San Diego. Decl. of Abelardo Santana Lee, ¶ 22; Decl. of Claudia Vallarta Santana, ¶ 22. Since there is no longer any dispute about this issue, the Board can grant summary adjudication that the subject trademarks have all been used "in commerce."

B. The Petitioner Does Not Own Any Of The Subject Trademarks

1. Registrant Obtained Ownership Of The Trademark Of The '458 Registration When It Acquired Petitioner's First Restaurant And The Fictitious Business Name Registration

As set forth above, there is no dispute that Registrant acquired the restaurant at 1480 Rosecrans Street from Petitioner, and that the mark SANTANA'S MEXICAN FOOD of the '458 Registration was first used at that restaurant location. The legal question presented this Motion is whether Registrant (through its predecessor) obtained the common law rights to the mark when it obtained sole ownership of the business at 1480 Rosecrans Street in January 1992. Analysis of the documents related to the transaction and the applicable law compel an affirmative answer to this question. Petitioner's unsubstantiated claims that he is still an owner or licensor of this mark cannot rebut Registrant's presumption of ownership.

The law is well settled that there are no rights in a trademark alone and that no rights can be transferred apart from the business with which the mark has been associated. *See J. T. McCarthy, McCarthy on Trademarks and Unfair Competition,* § 18:2 (4th ed. 2004) *("McCarthy")*; *see also Mister Donut of America, Inc. v. Mr. Donut, Inc.*, 418 F.2d 838, 842 (9th Cir. 1969), *overruled in part on other grounds by Golden Door, Inc. v. Odisho*, 646 F.2d 347 (9th Cir. 1980); *Berni v. International Gourmet Restaurants, Inc.*, 838 F.2d 642, 646 (2d Cir. 1988) (The "well-established principle" is that a "mark is not property that may be assigned 'in gross.'"). It is therefore axiomatic that Petitioner could not transfer the business at 1480 Rosecrans Street but somehow retain ownership of the mark and goodwill associated with that business. Accordingly, the law provides that:

> When a business is sold as a going concern, the intent to transfer good will and trademarks to the buyer is presumed. Good will and trademarks are transferred even though not specifically mentioned in the contract of sale. That is, trademarks and the good will they symbolize are presumed to pass with the sale of a business.

McCarthy, § 18:37; *see also Naclox, Inc. v. Lee*, 231 U.S.P.Q. 395, 399 (T.T.A.B. 1986) (intent to transfer good will and trademarks is presumed even if the trademarks and good will are not

expressly mentioned in a written agreement); *Sun Valley Co. v. Sun Valley Mfg. Co.*, 167 U.S.P.Q. 304, 309 (T.T.A.B. 1970); *Hi-Lo Mfg. Corp. v. Winegard Co.*, 167 U.S.P.Q. 295, 296 (T.T.A.B. 1970). An assignment in writing is not necessary to pass common law rights in a trademark. *McCarthy*, § 18:4; *see also Speed Products Co. v. Tinnerman Products, Inc.*, 179 F.2d 778, 782 (2d Cir. 1949); *Gaylord Bros., Inc. v. Strobel Products Co.*, 140 U.S.P.Q. 72, 74 (T.T.A.B. 1963); *Hi-Lo Mfg. Corp.*, 167 U.S.P.Q. at 296.

Here the undisputed documents reveal that Registrant first joined Petitioner as partners in the restaurant business located at 1480 Rosecrans Street on December 31, 1991, then, on January 27, 1992, Petitioner was "deleted" from the partnership. Exs. 5 and 6. As part of the acquisition, Petitioner abandoned his Fictitious Business Name Statement in San Diego County for "Santana's Mexican Food" so that Registrant could file it with the San Diego County Recorder's Office and thereby take possession of the service mark as its own. Exs. 7 and 8. No attorneys were involved, and Registrant understood this to be a transfer of the mark along with the business and associated goodwill. Decl. of Abelardo Santana Lee, ¶ 6; Decl. of Claudia Vallarta Santana, ¶ 6. Based on this understanding, Registrant built its business to now encompass six restaurants in San Diego County. *Id.* The business at 1480 Rosecrans Street has been under the complete and sole control of Registrant since January of 1992 to the present, over thirteen years. Decl. of Abelardo Santana Lee, ¶ 7; Decl. of Claudia Vallarta Santana, ¶ 7. Thus, Registrant can establish by undisputed evidence a chain of title going back to the first user of the SANTANA'S MEXICAN FOOD mark, the business at 1480 Rosecrans Street, and so can claim rightful ownership of the mark. *McCarthy*, § 18:15.

Neither party has any other documents related to the transaction, and Petitioner has no documents indicating that he somehow retained ownership of the mark or became a "licensor" of the mark exercising control over its use at 1480 Rosecrans Street.[5] Accordingly, Petitioner has

[5] Although Petitioner continued to own his other restaurant in Yucca Valley, there is no dispute that this restaurant was the second or junior user of the mark. Cancl. Petitions, '978 Reg., ¶ 3; '976 Reg. ¶ 3. When Petitioner sold that restaurant in 1998 to Arturo Castaneda, the purchaser obtained the junior user of the mark so is at best an "intermediate junior user" that has

no tangible evidence to rebut the legal presumptions that the mark was transferred along with the business and that Registrant owns the mark. Although there is a factual dispute as to whether the transaction was a gift by Petitioner or a purchase by Registrant, that dispute is not material to the legal question presented. For purposes of this Motion the Board must accept Petitioner's version of the facts that it was a "gift," but that does not alter the result because the important policies underlying the legal presumption that good will and trademarks are transferred along with the transfer of a business are aimed at protecting consumers and do not depend on the price paid for the business. *See McCarthy*, § 18:2 (and authorities cited therein).

Accordingly, the Board should grant summary adjudication in favor of Registrant that it is the rightful owner of the '458 Registration for SANTANA'S MEXICAN FOOD.

2. <u>Registrant Originated And Was The First To Use The Trademark Of The '978 Registration</u>

As set forth above, Petitioner's claim to ownership of the '978 Registration mark SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design is completely baseless. The mark includes the distinctive upper and lower "saw tooth" patterns with the words SANTANA'S MEXICAN FOOD sandwiched between. Ex. 2. Registrant created this service mark in early 1993 with the assistance of Maite Agahnia of Neo Design in San Diego. Ex. 9; Decl. of Claudia Vallarta Santana, ¶ 8. Petitioner had absolutely no involvement in the creation or first use of the service mark of the '978 Registration in 1993. Ex. 10; Decl. of Claudia Vallarta Santana, ¶ 8.

Petitioner does not claim to be the first user of this word mark and design, he only alleges the same ownership right to the word mark SANTANA'S MEXICAN FOOD refuted above, and he claims to have "invented" the "California Burrito." Cancl. Petition, '978 Reg., ¶ 4. Nor does

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limited area rights because of use prior to issuance of the '458 Registration. *See McCarthy*, § 26:44 (Intermediate junior user's limited area defense). The Yucca Valley restaurant is in a remote location in the desert in San Bernardino County over 150 miles from San Diego so was not relevant to the business and goodwill transferred to Registrant when it acquired the 1480 Rosecrans Street restaurant. Ex. 23.

Petitioner claim to be the first user of the phrase HOME OF FAMOUS CALIFORNIA BURRITO as a trademark. Rather, Petitioner alleges that because he invented the "California Burrito" when he owned his Yucca Valley restaurant, it is the "actual" home of the California Burrito. Cancl. Petition, '978 Reg., ¶ 4. These allegations are irrelevant to ownership of this mark because invention of a mark or the actual underlying product has no bearing on priority of use. *See McCarthy*, § 16:11 ("Unlike patent law, rights in trademarks are not gained through discovery or invention of the mark, but only through actual usage. . . . Many years ago, the U.S. Supreme Court pointed out that the 'invention' concept of patent law has nothing to do with trademarks."); *citing United States v. Emil Steffens*, 100 U.S. 82, 25 L. Ed. 550 (1879).

Accordingly, the Board should grant summary adjudication in favor of Registrant that it is the rightful owner of the '978 Registration for SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design.

3. Petitioner Does Not Own The Trademark Of The '976 Registration, Which Was First Used By An Employee And Implied Licensee Of Registrant

The '976 Registration is for the SANTANA'S MEXICAN GRILL service mark. Ex. 3. Petitioner's claim to this mark is also baseless as there is no genuine dispute that Petitioner had no involvement in the creation or first use of this mark. Registrant, not Petitioner, is the true owner and licensor of this mark, as born out by the undisputed documentary evidence of record.

As set forth above, Registrant developed this mark in late 1997 as part of its overall plan to incorporate all of its restaurants as "Santana's Grill, Inc.," which happened in April 1998. Ex. 16. Registrant orchestrated the entire set up of the restaurant at 411 Broadway in the later part of 1997 with the intention that Arturo Santana Lee (the brother of Abelardo Santana Lee and at that time one of Registrant's own employees) would own and operate it in the same manner as Registrant's other restaurants. Ex. 12.[6] Arturo Santana Lee would have been incapable of

[6] Exhibit 12 has been filed under seal because it shows employment information and social security numbers for Registrant's employees in 1997, one of which was third party Arturo Santana Lee.

accomplishing this on his own as he was still living in Mexico at the time and spoke little or no English. Decl. of Abelardo Santana Lee, ¶¶ 11-16; Decl. of Claudia Vallarta Santana, ¶¶ 11-16.

The documentary evidence all supports Registrant's position. In late 1997 Arturo Santana Lee was still an employee of Registrant. Ex. 12. Registrant guaranteed the lease for the 411 Broadway restaurant. Ex. 13. Registrant even arranged for insurance for the 411 Broadway restaurant, as well as other necessary services. Ex. 14; Decl. of Abelardo Santana Lee, ¶ 12; Decl. of Claudia Vallarta Santana, ¶ 12. Registrant's original address (2067 Cecelia Terrace in San Diego) was even used on the application for the Fictitious Business Name Statement in San Diego County for "Santana's Mexican Grill." Ex. 15; Decl. of Abelardo Santana Lee, ¶ 13; Decl. of Claudia Vallarta Santana, ¶ 13. There would have been no reason for Registrant to have done all these things if the 411 Broadway restaurant were not to be run as a licensee of Registrant. No reasonable trier of fact could conclude otherwise. *Matsushita*, 475 U.S. at 586 (responding party must "do more than simply show that there is some metaphysical doubt as to the material facts").

Based on these facts, a license from Registrant to Arturo Santana Lee to use the SANTANA'S MEXICAN GRILL mark at 411 Broadway can be implied. *See Villanova Univ. v. Villanova Alumni Educ. Found., Inc.*, 123 F. Supp. 2d 293, 307 (E.D. Pa. 2000) ("The test for whether or not an implied license existed is based solely on the objective conduct of the parties."); *Birthright v. Birthright, Inc.*, 827 F.Supp. 1114, 1134 (D.N.J.1993) ("[A]n implied license in fact 'arises out of the objective conduct of the parties, which a reasonable person would regard as indicating that an agreement has been reached.'"). Such an implied license is terminable at will. *Coach House Restaurant, Inc. v. Coach & Six Restaurant, Inc.*, 934 F.2d 1551, 1563 (11th Cir.1991).

The facts here are very similar to those presented in *Woodstock's Enter. Inc. (California) v. Woodstock's Enter. Inc. (Oregon)*, 43 U.S.P.Q.2d 1440, 1447-48 (T.T.A.B. 1997), in which the Board dismissed the cancellation finding an implied license because registrant assisted petitioner in opening its restaurants and petitioner's restaurants were run by a former employee

of registrant who was trained by registrant. As set forth above, Registrant greatly assisted Arturo Santana Lee in setting up the restaurant at 411 Broadway and training its new employees, and Arturo Santana Lee was himself an employee of Registrant. Terminating the implied license became necessary in this case because Arturo Santana Lee ultimately rejected Registrant's quality control efforts and stopped operating the restaurant at 411 Broadway in a manner consistent with Registrant's other restaurants. Decl. of Abelardo Santana Lee, ¶ 17; Decl. of Claudia Vallarta Santana, ¶ 17.

In sum, there is no genuine issue that Petitioner has no claim to the SANTANA'S MEXICAN GRILL mark and that a reasonable trier of fact must conclude on this record that Registrant in fact owns the mark. Moreover, Petitioner has no standing in this proceeding to assert alleged ownership rights of any third parties, such as Arturo Santana Lee. *See McCarthy*, § 20:47 ("possible rights of a third party do not give petitioner standing to cancel the registration"); *Colony Foods, Inc. v. Sagemark, Ltd.*, 735 F.2d 1336, 1340 (Fed. Cir. 1984). Accordingly, the Board should grant summary adjudication in favor of Registrant that it is the rightful owner of the '976 Registration for SANTANA'S MEXICAN GRILL.

C. <u>There Has Been No Fraud In Obtaining The Subject Registrations</u>

As set forth in detail above, Registrant had every reason to believe that it was the rightful owner of the subject trademarks when it filed for the registrations, so there was no fraud. As a leading legal commentator on trademark law and practice has observed, "fraud in trademark registration procurement, though often alleged, is seldom proven." *McCarthy*, § 31:68. This case is no exception. The marks were registered without opposition with the assistance of an experienced trademark attorney.[7] Registrant has been using the subject trademarks for many

[7] AnneMarie Kaiser of Knobbe, Martens, Olson & Bear, LLP represented Registrant in obtaining the subject registrations. She is a partner in the firm that specializes in intellectual property law, an experienced trademark attorney that has procured hundreds of registrations for her clients, and is also registered to practice before the United States Patent and Trademark Office. Petitioner's counsel M. Cris Armenta lacks any credentials in this area of the law, and her allegations (found in both the original petitions to cancel and in Petitioner's recently filed summary judgment motion) that Ms. Kaiser was a party to the alleged frauds in this case are baseless, unprofessional, and merit sanctions by the Board.

years without objection and built a very successful business around them. Only now, when Registrant was compelled to enforce its rights in order to protect its marks and its business, has this specious challenge to the registrations arisen. On this record, no reasonable trier of fact could find fraud and summary adjudication of this issue in favor of Registrant is warranted. *See Far Out Prods., Inc. v. Oskar*, 247 F.3d 986, 996 (9th Cir. 2001) (affidavit could not be fraudulent if the affiant had a good faith belief to claim of ownership of the mark; summary judgment was proper). Decl. of Abelardo Santana Lee, ¶ 23; Decl. of Claudia Vallarta Santana, ¶ 23.

1. Fraud In Obtaining A Trademark Registration Must Be Proven By A Very High Standard Of Evidence That Petitioner Can Never Satisfy In This Case

Fraud requires proof of a knowingly false statement material to registration of the mark that was made with intent to deceive the Trademark Office. *See Metro Traffic Control, Inc. v. Shadow Network Inc.*, 104 F.3d 336, 340 (Fed. Cir. 1997) (false statements not fraudulent unless made with the intent to mislead); *L.D. Kichler Co. v. Davoil, Inc.*, 192 F.3d 1349, 1352 (Fed. Cir. 1999). Both the courts and the Trademark Board regard charges of fraud in procurement of a trademark registration as a disfavored defense. *McCarthy*, § 31:68. Accordingly, fraud must be established by a very high clear and convincing standard of proof:

> Fraud in a trademark cancellation is something that must be "proved to the hilt" with little or no room for speculation or surmise; considerable room for honest mistake, inadvertence, erroneous conception of rights, and negligent omission; and any doubts resolved against the charging party.

Yocum v. Covington, 216 U.S.P.Q. 210, 216 (T.T.A.B. 1982); *Bonaventure Associates v. Westin Hotel Co.*, 218 U.S.P.Q. 537, 540 (T.T.A.B. 1983); *McCarthy*, § 31:68. Proof of a false statement alone does not constitute fraud without evidence of bad intent and materiality, and a reasonable belief in the truth of even a false statement defeats a charge of fraud.

> Intent to deceive must be "willful." If it can be shown that the statement was a "false misrepresentation" occasioned by an "honest" misunderstanding, inadvertence, negligent omission or the like rather than one made with a willful intent to deceive, fraud will not be found. . . . Fraud, moreover, will not lie if it can be proven that the statement, though false, was made with a reasonable and

> honest belief that it was true . . . or that the false statement is not material to the issuance or maintenance of the registration.

McCarthy, § 31:66, *citing Smith International, Inc. v. Olin Corp.*, 209 U.S.P.Q. 1033, 1043 (T.T.A.B. 1981). Based on these high requisite standards of proof and the record in this case as set forth above, Petitioner's allegations of fraud are frivolous and should be dismissed.

2. <u>That Registrant Was Not Incorporated Until 1998 Is Not A Basis For Fraud In Claiming Earlier Use By Its Predecessor</u>

One alleged basis for fraud made repeatedly by Petitioner is that Registrant could not claim priority dates prior to its incorporation date in April 1998. Cancl. Petition, '458 Reg. ¶ 10; Cancl. Petition, '978 Reg. ¶ 15; Cancl. Petition, '976 Reg. ¶ 16. This argument has no merit. The prior ownership and use of the marks by the partnership of Abelardo Santana Lee and Claudia Vallarta Santana (Registrant's predecessor) prior to incorporation of the business inured to the benefit of the Registrant so was properly claimed by Registrant. Under T.M.R.P. 2.38(a) an applicant may identify a predecessor in title as the first user of a mark, but is not required to do so as the rule is merely permissive, not mandatory. *Gaylord Bros., Inc,* 140 U.S.P.Q. at 74; *Airport Canteen Services, Inc. v. Farmer's Daughter, Inc.*, 184 U.S.P.Q. 622, 628 (T.T.A.B. 1974). Obviously Registrant acquired the entire business including the trademarks and associated goodwill when Registrant's predecessor incorporated in 1998, as was intended by the transaction. Decl. of Abelardo Santana Lee, ¶¶ 5-6; Decl. of Claudia Vallarta Santana, ¶¶ 5-6. A formal written assignment to Registrant was not necessary to pass the common law rights to the marks from Registrant's predecessor to Registrant. *McCarthy*, § 18:4. This is not a basis for fraud.

3. <u>Registrant's Reasonable Belief That It Owns The Subject Trademarks Precludes A Finding Of Fraud</u>

The law is well settled that if an applicant for trademark registration holds a reasonable belief as to ownership of the trademark, even if the applicant turns out to be mistaken there can be no fraud as a matter of law.

> Where there is reasonable doubt as to who is the owner of a mark, it is not fraud to state in the application oath that one "believes himself, or the firm, corporation or association in whose behalf he makes the verification, to be the owner of the mark sought to be registered." The Trademark Board has noted that the application oath is phrased in terms of a "belief" of the applicant, such as to "preclude a definitive statement by the affiant that could be ordinarily used to support a charge of fraud." The Board concluded that if the applicant had an honest and good faith belief that it was the owner of the mark when it signed the application oath, then this is sufficient to negate any inference of fraud.

McCarthy, § 31:71; *citing Kemin Industries, Inc. v. Watkins Products, Inc.*, 192 U.S.P.Q. 327, 329-30 (T.T.A.B. 1976). *See also Woodstock's (California),* 43 U.S.P.Q.2d at 1443-44.

Registrant's declarations in three subject applications were the same and are expressed in terms of Registrant's belief that it is the owner of the marks.

> I, Claudia Santana, declare as follows: I am properly authorized to execute this application and declaration on behalf of said Applicant; I believe Applicant to be the owner of the mark sought to be registered, or, if the application is being filed under Section 1051(b) of Title 15 of the United States Code, I believe that Applicant is entitled to use the mark in commerce and that the Applicant has to the best of my knowledge and belief, no other person, firm, corporation or association has the right to use the mark in commerce either in the identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of any other person, to cause confusion or to cause mistake, or to deceive; all statements made herein of my own knowledge are true; all statements made on information and belief are believed to be true; these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or document or any resulting registration.

Exs. 1, 2 and 3. As set forth above, Registrant is the owner of the subject marks, and certainly the objective evidence establishes that Registrant could at least have a reasonable belief that it was the exclusive owner when it applied for registration. Decl. of Claudia Vallarta Santana, ¶ 23. No reasonable trier of fact could conclude otherwise.

4. <u>Any Alleged Misstatements By Registrant Of The Dates Of First Use Of The Subject Trademarks Do Not Constitute Fraud</u>

Petitioner has also alleged that Registrant committed fraud in stating erroneous dates of first use in the applications for registration of the subject marks, particularly with respect to the '978 Registration that issued with the incorrect date. Ex. 2. As discussed above, that mistake was corrected by the Registrant by a Request for Corrected Registration Certificate under 37

C.F.R. § 2.175 submitted to the PTO in October 2003. Ex. 11. In any event, this basis for alleged fraud also fails as a matter of law. "The Trademark Board has consistently held for some years that a misstatement of the date of first use in a use-based application is not fraudulent as long as there has been some valid use of the mark prior to the filing date. That is, the exact date of claimed first use is immaterial to the grant of a registration, just so long as the first use in fact preceded the application date." *McCarthy*, § 31:74; *citing, among others, Western Worldwide Enter. Group, Inc. v. Qinqdao Brewery*, 17 U.S.P.Q.2d 1137, 1141 (T.T.A.B. 1990) (the Trademark Board has repeatedly held that for a use-based application, an erroneous date of first use does not constitute fraud so long as there was some valid use of the mark prior to the filing). As set forth above, Registrant contends that the subject registrations, as corrected, do now accurately state the "on or before" use dates for the subject marks. But even if these dates are not correct, there can be no fraud as a matter of law.

5. <u>There Is No Obligation To Disclose Use By Others If Registrant Has A Good Faith Belief That It Owns The Subject Trademark</u>

Finally, Petitioner has also generally alleged that Registrant committed fraud in procuring the subject registrations by not disclosing the use of the marks by others. These fraud allegations also fail as a matter of law, because there is no obligation to disclose use by others if the applicant has a good faith belief that it is the senior user. *See generally McCarthy*, §§ 31:75-31:77. To establish such a fraud claim, Petitioner would have to prove by clear and convincing evidence not only that the other user had rights in the mark superior to Registrant, but also that Registrant knew that the other user had rights superior to Registrant's and intended to procure a registration to which Registrant was not entitled. *McCarthy*, § 31:75, *citing Ohio State Univ. v. Ohio Univ.*, 51 U.S.P.Q.2d 1289, 1293 (T.T.A.B. 1999).

A good faith belief that Registrant has superior rights to the marks again defeats any claim of fraud, even with respect to any junior users who may have limited common law rights in certain areas:

> If applicant has a good faith belief that it is the senior user, then the oath cannot be fraudulent. Any alleged failure to disclose use by junior users is irrelevant and could not be material to the grant of a federal registration. In the absence of a court holding or a concurrent use proceeding, the senior user is entitled to an unrestricted federal registration notwithstanding the existence of junior users who might have common law rights of use in certain parts of the United States. That is, the signing of the oath and non-disclosure of believed junior users is not material to the grant of a federal registration. If such use by others was disclosed to the PTO examiner, it would not affect the grant of a registration. Therefore, a prior user has no duty to disclose to the PTO the subsequent use of others.

McCarthy, § 31:77, *citing, among other authorities, Giant Food, Inc. v. Malone & Hyde, Inc.*, 522 F.2d 1386, 1394 (C.C.P.A. 1975); *Citibank, N.A. v. Citibanc Group, Inc.*, 215 U.S.P.Q. 884, 901 (N.D. Ala. 1982), aff'd, 724 F.2d 1540 (11th Cir. Ala. 1984) (common law rights of junior users need not be disclosed: their rights are not material to registration to the senior user); *Capital Speakers, Inc. v. Capital Speakers Club*, 41 U.S.P.Q.2d 1030, 1033 (T.T.A.B. 1996) ("As the prior user, respondent was under no obligation to disclose to the PTO petitioner's subsequent use when respondent applied to register its mark.").

As set forth above, Registrant is the owner of the subject marks, and certainly the objective evidence establishes that Registrant could at least have a reasonable belief that it was the senior user of the subject marks. No reasonable trier of fact could conclude otherwise on this record. Accordingly, the Board should grant summary adjudication in favor of Registrant that there was no fraud in procuring the subject registrations.

V. CONCLUSION

For the foregoing reasons, Registrant respectfully requests that the Board grant summary judgment under Rule 56(b) of the Federal Rules of Civil Procedure in Registrant's favor dismissing Petitioner's Consolidated Cancellation in its entirety.

In the alternative, for the foregoing reasons Registrant respectfully requests that the Board grant summary adjudication under Rule 56(d) of the Federal Rules of Civil Procedure in Registrant's favor on one or more of the following separate issues:

1. That Registrant is the owner of the mark SANTANA'S MEXICAN FOOD...ES MUY BUENO that is the subject of the '458 Registration;

2. That Registrant is the owner of the mark SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design that is the subject of the '978 Registration;

3. That Registrant is the owner of the mark SANTANA'S MEXICAN GRILL that is the subject of the '976 Registration;

4. That the subject marks of the '458, '978 and '976 Registrations have been used "in commerce" under the Lanham Act; and

5. That Registrant has not committed fraud in the procurement of any of the '458, '978 and '976 Registrations.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: February 28, 2005

By: _____
Frederick S. Berretta
AnneMarie Kaiser

Attorneys for Registrant
SANTANA'S GRILL, INC.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the foregoing **REGISTRANT'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES, AND SUPPORTING MEMORANDUM** and **CONFIDENTIAL DECLARATION OF CLAUDIA VALLARTA SANTANA IN SUPPORT OF REGISTRANT'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES WITH EXHIBIT 12 (FILED UNDER SEAL)** upon Petitioner's counsel by placing it in a sealed envelope, via Federal Express, postage prepaid, on February 28, 2005, addressed as follows:

M. Cris Armenta, Esq.
VAN ETTEN SUZUMOTO & BECKET LLP
1620-26th Street
Suite 6000 North
Santa Monica, CA 90404

_____
Frederick S. Berretta

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TAB A

LIST OF EVIDENCE IN SUPPORT OF REGISTRANT'S MOTION

EVIDENCE IN SUPPORT OF REGISTRANT'S MOTION

Tab A List of Evidence in Support of Registrant's Motion

Tab B Declaration of Abelardo Santana Lee

Tab C Declaration of Claudia Vallarta Santana

Tab D Exhibits 1 through 23

Exhibit 1 U.S. Service Mark Registration No. 2,631,458 for SANTANA'S MEXICAN FOOD . . . ES MUY BUENO ("the '458 Registration") and associated application.

Exhibit 2 U.S. Service Mark Registration No. 2,682,978 for SANTANA'S MEXICAN FOOD . . . ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design ("the '978 Registration") and associated application.

Exhibit 3 U.S. Service Mark Registration No. 2,634,976 for SANTANA'S MEXICAN GRILL ("the '976 Registration") and associated application.

Exhibit 4 Fictitious Business Name Statement filed by Petitioner in San Diego County in 1988 for SANTANA'S MEXICAN FOOD.

Exhibit 5 Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed December 31, 1991 (adding Abelardo Santana Lee and Claudia Vallarta Santana as partners); and Letter Agreement dated October 11, 1991 to take over the lease.

Exhibit 6 Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed January 27, 1992 (deleting Petitioner Arturo Santana Gallego).

Exhibit 7 Statement of Abandonment of Use of Fictitious Business Name filed by Petitioner in San Diego County on January 9, 1992 (abandoning SANTANA'S MEXICAN FOOD).

Exhibit 8 Fictitious Business Name Statement filed by Abelardo Santana Lee and Claudia Vallarta Santana in San Diego County on January 9, 1992 (adopting SANTANA'S MEXICAN FOOD).

Exhibit 9 Letter from Maite B. Agahnia of NEO DESIGN dated September 10, 2003, explaining her role in assisting Claudia Vallarta Santana with design of '978 registration.

Exhibit 10 Examples of Registrant's use of '978 Registration service mark.

Exhibit 11	Registrant's Request for Corrected Registration Certificate for the '978 Registration, submitted October 20, 2003.
Exhibit 12	Arturo Santana Lee's 1997 W-2 Wage and Tax Statement and Registrant's Quarterly Base Wage Report for all employees in 1997 showing Arturo Santana Lee as an employee of Registrant in the third and fourth quarters of 1997. **(Filed separately under seal because it includes employee social security numbers)**.
Exhibit 13	Guaranty of Lease for 411 Broadway restaurant executed by Abelardo Santana Lee and Claudia Vallarta Santana on November 21, 1997.
Exhibit 14	Insurance policy documents showing that Registrant arranged for insurance with Farmers Insurance Group for 411 Broadway restaurant opened in December of 1997.
Exhibit 15	Fictitious Business Name Statement filed on behalf of Arturo Santana Lee in San Diego County on December 17, 1997, for SANTANA'S MEXICAN GRILL.
Exhibit 16	Incorporation documents for Registrant Santana's Grill, Inc. dated April 3, 1998, and showing its address at 2067 Cecilia Terrace in San Diego.
Exhibit 17	Fictitious Business Name Statements filed in San Diego County in March and April of 1998 for SANTANA'S MEXICAN GRILL at Registrant's 3742 Midway Drive restaurant.
Exhibit 18	Menu created by Registrant in 1998 for four restaurants using SANTANA'S MEXICAN GRILL service mark, including licensee at 411 Broadway and Registrant's three other restaurants at that time.
Exhibit 19	Yellow pages advertisement and photograph of restaurant at 73680 Sun Valley in 29 Palms showing Arturo Castaneda's unauthorized use of SANTANA'S MEXICAN GRILL.
Exhibit 20	Report from San Bernardino County Department of Public Health showing Arturo Castaneda's restaurant at 56547 29 Palms Highway in Yucca Valley obtaining only a "B" cleanliness rating after inspections on November 16, 2004 and January 3, 2005.
Exhibit 21	Photographs of Registrant's six restaurants and website advertising.
Exhibit 22	Maps showing locations of Registrant's restaurants at 1480 Rosecrans Street and at 3742 Midway Drive in San Diego in relation to San Diego International Airport, U.S. military bases and Cabrillo National Monument.
Exhibit 23	Map showing driving directions and distance from San Diego to Yucca Valley, California.

TAB B

DECLARATION OF ABELARDO SANTANA LEE

Frederick S. Berretta
AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
550 West C Street, Suite 1200
San Diego, California 92101
(619) 235-8550
(619) 235-0176 (FAX)

Attorneys for Registrant
SANTANA'S GRILL, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ARTURO SANTANA GALLEGO, Petitioner, v. SANTANA'S GRILL, INC. Registrant.	Cancellation Nos. 92043152 (Consolidated) 92043160 92043175

DECLARATION OF ABELARDO SANTANA LEE IN SUPPORT OF REGISTRANT'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES

I, Abelardo Santana Lee, hereby declare and state as follows:

1. I am the President of Registrant Santana's Grill, Inc., and I have always handled the basic operations of the restaurants we operate, including both before and after Registrant's incorporation in April of 1998. When I refer to "Registrant" in this declaration, I mean Santana's Grill, Inc. or its predecessor which was a business owned by me and my wife Claudia Vallarta Santana in an equal partnership. I am also the son of Petitioner Arturo Santana Gallego, and I am very familiar with his activities over the years with respect to the restaurant business, especially after my wife and I purchased Petitioner's first restaurant at 1480 Rosecrans Street in 1992.

2. Registrant Santana's Grill, Inc., is a corporation formed and co-owned by me and my wife Claudia Vallarta Santana. Registrant now owns and operates or licenses six Mexican food restaurants in San Diego County, California, under the names "Santana's Mexican Grill" or "Santana's Mexican Food," and plans to continue expanding its business. Registrant is the owner of the three registered service marks that are the subject of this consolidated Cancellation Proceeding: U.S. Registration No. 2,631,458 for SANTANA'S MEXICAN FOOD...ES MUY BUENO, U.S. Registration No. 2,682,978 for SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design, and U.S. Registration No. 2,634,976 for SANTANA'S MEXICAN GRILL. Exhibits. 1, 2 and 3 attached hereto (hereinafter "the '458, '978 and '976 Registrations," respectively).

3. For over thirteen years now Registrant has been very successful in developing its Mexican food restaurant business and the goodwill associated with the subject marks. Those efforts include careful quality control of the restaurants, uniformity in terms of the manner in which the restaurants are run (e.g., having employees wear uniform clothing bearing the marks and logos) and the menu items offered and ingredients used, and advertising for all the restaurants. Through this approach, Registrant has developed substantial goodwill in its registered service marks for Mexican food restaurants that offer uniformly high quality food and services. Being in San Diego near several large military bases and relatively close to the border,

Registrant's restaurants cater to many out-of-state tourists and military personnel, as well as to visitors from Mexico.

4. Petitioner Arturo Santana Gallego is my father and started what would become the first restaurant to use the name "Santana's Mexican Food," located at 1480 Rosecrans Street in San Diego. When Petitioner originally opened at this location he used other names like "Alberto's" and "Corona's." By 1988 he started using the name "Santana's Mexican Food" first at 1480 Rosecrans Street. Exhibit 4 is a true and correct copy of a Fictitious Business Name Statement filed by Petitioner in San Diego County in 1988 for SANTANA'S MEXICAN FOOD. I worked at the 1480 Rosecrans Street restaurant during this time.

5. Registrant first started in the Mexican food business by acquiring the restaurant located at 1480 Rosecrans Street in San Diego from Petitioner in a transaction that was completed in January 1992. In exchange for the restaurant, I gave Petitioner an interest in an apartment in Tecate, Mexico worth about $20,000, and forgave a debt he owed me also of about $20,000. In order to accomplish the acquisition, my wife and I first joined Petitioner as partners in the restaurant business located at 1480 Rosecrans Street on December 31, 1991, and took over the lease for the premises. Exhibit 5 are true and correct copies of a Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed December 31, 1991 (adding Abelardo Santana Lee and Claudia Vallarta Santana as partners), and a Letter Agreement dated October 11, 1991 to take over the lease. Then, on January 27, 1992, Petitioner was "deleted" from the partnership. Exhibit 6 is a true and correct copy of a Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed January 27, 1992 (deleting Petitioner Arturo Santana Gallego). Petitioner did not retain any rights or control over the restaurant at 1480 Rosecrans Street, which after the transaction was under the complete and sole control of me and my wife.

6. As part of the acquisition, Petitioner abandoned his Fictitious Business Name Statement in San Diego County for "Santana's Mexican Food" so that Registrant could file it with the San Diego County Recorder's Office and thereby take possession of the service mark as

its own. Exhibit 7 is a true and correct copy of a Statement of Abandonment of Use of Fictitious Business Name filed by Petitioner in San Diego County on January 9, 1992 (abandoning SANTANA'S MEXICAN FOOD). Exhibit 8 is a true and correct copy of a Fictitious Business Name Statement filed by Abelardo Santana Lee and Claudia Vallarta Santana in San Diego County on January 9, 1992 (adopting SANTANA'S MEXICAN FOOD). We did not use any attorneys for this transaction. Although Petitioner and I did not specifically discuss "trademarks" or "goodwill," I understood this transaction to be a transfer of the service mark along with the business and associated goodwill, and based on that my wife and I have built our business to now six restaurants in San Diego County. Petitioner never said anything to me about him retaining any rights in the service mark with respect to the business and goodwill associated with the restaurant located at 1480 Rosecrans Street. We are not and have never been a "licensee" of Petitioner, and he has no control over any aspect of our business.

7. After we purchased the restaurant at 1480 Rosecrans Street, Petitioner continued to own another restaurant at a remote location in Yucca Valley, San Bernardino County, California, that was also named "Santana's Mexican Food." However, the "Santana's Mexican Food" name was first used at the 1480 Rosecrans Street restaurant, and only later at the Yucca Valley location. Petitioner did not operate the Yucca Valley restaurant or even spend much time there. To the best of my knowledge and recollection, from 1989 to 1996 the Yucca Valley restaurant was run by Servando and Blanca Padilla, who are cousins of Petitioner. From 1996 until it was sold, the Yucca Valley restaurant was run by Sergio Valdez and his wife Ona Preciado Ruvalcaba. The Yucca Valley restaurant is in a remote location in the desert in San Bernardino County over 150 miles from San Diego. Exhibit 23 is a true and correct copy of a map showing driving directions and distance from San Diego to Yucca Valley, California. Petitioner eventually sold the Yucca Valley restaurant to Arturo Castaneda 1998 and basically retired. To my knowledge he has been out of the restaurant business ever since, and has not been exercising any type of quality control or supervision over any restaurants. He has never controlled or supervised the operations of Registrant's restaurants. I have always done that

myself. We have continuously used the SANTANA'S MEXICAN FOOD service mark that is the subject of the '458 Registration in commerce at 1480 Rosecrans Street, at Registrant's other restaurants, and in general advertising for all our restaurants to the present day. When my wife, Claudia Vallarta Santana, signed the declaration for registration of this service mark we both understood and believed that we owned it, and we still believe that we own this service mark.

8. In early 1993 my wife, with the assistance of Maite Agahnia of Neo Design in San Diego, created the service mark that includes the words SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design that is shown in the '978 Registration. Exhibit 9 is a true and correct copy of a. letter from Maite Agahnia of NEO DESIGN dated September 10, 2003, explaining her role in assisting Claudia Vallarta Santana with design of '978 Registration. We have used this service mark in commerce in various forms, sometimes without the words HOME OF FAMOUS CALIFORNIA BURRITO and sometimes only with the words SANTANA'S MEXICAN FOOD. However, it is always used with the words SANTANA'S MEXICAN FOOD sandwiched between the distinctive upper and lower "saw tooth" patterns that are part of the design. Exhibit 10 is a true and correct copy of various examples of Registrant's use of the '978 Registration service mark. Petitioner had absolutely no involvement in the creation or first use of the service mark of the '978 Registration.

9. I understand that Petitioner claims to have "invented" the "California Burrito." I tend to doubt this because I recall that name being used by others in the Mexican food business, but I know Petitioner never used the phrase HOME OF FAMOUS CALIFORNIA BURRITO that is part of this service mark. In any event, by 1993 when we created this mark and first starting using it we were making our own version of the "California Burrito" and we were the first to use the phrase HOME OF FAMOUS CALIFORNIA BURRITO as part of a service mark. Exhibit 2. Registrant has continuously used this service mark in commerce at all its restaurants and in general advertising for all its restaurants to the present day.

10. I understand that when we first applied for registration of this mark, my wife mistakenly indicated that the date of first use in commerce coincided with the 1988 date of first use of the words SANTANA'S MEXICAN FOOD alone, and the '978 Registration issued with that incorrect date. Exhibit 2. This was merely an honest mistake caused by a misunderstanding between my wife and our attorney, who was new to our business and was not familiar with all the history of our business. As discussed above, the service mark as a whole was not created until 1993. I understand that this mistake was corrected by a Request for Corrected Registration Certificate that our attorney submitted to the Trademark Office in October of 2003. Exhibit 11 is a true and correct copy of Registrant's Request for Corrected Registration Certificate for the '978 Registration, submitted October 20, 2003.

11. The SANTANA'S MEXICAN GRILL service mark of the '976 Registration was created by my wife and I in 1997 as part of our overall plan to incorporate our business as "Santana's Grill, Inc." Exhibit 3. Our plan was to start using this mark at our other restaurant locations, including 1480 Rosecrans Street, 1525 Morena Boulevard, and two new locations to open at 411 Broadway in El Cajon, and 3742 Midway Drive, all in San Diego County. This mark was first used at the restaurant located at 411 Broadway in November of 1997 because that was the first of the two new locations to open. The restaurant at 411 Broadway was opened and set up by me and my wife with the intention that it would be owned and operated by my brother, Arturo Santana Lee, as another in our growing chain of Registrant's Mexican food restaurants. It was always our understanding and intention that my brother would operate the restaurant in the same manner as our other restaurants, with the same menu items, ingredients and quality.

12. At this time in the second half of 1997, my brother Arturo Santana Lee was still our employee and we trained him in the business. Exhibit 12 is a true and correct copy of Arturo Santana Lee's 1997 W-2 Wage and Tax Statement and Registrant's Quarterly Base Wage Report for all employees in 1997 showing Arturo Santana Lee as an employee of Registrant in the third

and fourth quarters of 1997.[1] To get the restaurant at 411 Broadway started, my wife and I personally guaranteed the lease for my brother. Exhibit 13 is a true and correct copy of a Guaranty of Lease for the 411 Broadway restaurant executed by Abelardo Santana Lee and Claudia Vallarta Santana on November 21, 1997. We also arranged for insurance at the 411 Broadway restaurant from Farmers Insurance Group, the company we had already been using at our other restaurants. Exhibit 14 is a true and correct copy of insurance documents showing that Registrant arranged for insurance at the 411 Broadway restaurant from Farmers Insurance Group. My wife also arranged for other services for the 411 Broadway restaurant, including bookkeeping, banking and payroll, insurance, gas and electric, telephone, water, sewer, and waste disposal. My wife put these services in Arturo Santana Lee's name since he would be the owner of the restaurant and responsible for paying the bills.

13. My wife also prepared the form for the Fictitious Business Name Statement in San Diego County for "Santana's Mexican Grill" for Arturo Santana Lee's signature using our business address at that time, 2067 Cecelia Terrace in San Diego. Exhibit 15 is a true and correct copy of a Fictitious Business Name Statement filed on behalf of Arturo Santana Lee in San Diego County on December 17, 1997, for SANTANA'S MEXICAN GRILL. The Fictitious Business Name Statement was put in my brother's name at that location because he was going to be the owner of that restaurant, not because we intended him to own the service mark My brother, Arturo Santana Lee, could not have set up the new restaurant on his own. In late 1997 he lived in Mexico and still to this day speaks little or no English.

14. My wife and I arranged the entire set up and employee training necessary to open the restaurant at 411 Broadway, and instructed Arturo Santana Lee to use the "Santana's Mexican Grill" name with the understanding that he would operate the restaurant in a manner substantially uniform to our other restaurants. My wife and I worked very hard to open the

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[1] Exhibit 12 is attached to a Confidential Declaration of Claudia Vallarta Santana and has been filed under seal because it shows employment information and social security numbers for our employees in 1997, one of which was my brother Arturo Santana Lee.

restaurant at 411 Broadway and properly train the new employees, in part to help my brother get started in a successful business in the United States, and mainly because all of our restaurants could benefit by buying the same supplies and ingredients in greater quantities and at better discounts. My brother, Arturo Santana Lee, understood this and agreed to this arrangement. He never indicated that he wanted to do anything different, which of course would have been unacceptable to me and my wife. We would not have done all this work for my brother if he was not planning to operate his restaurant in the same manner as our other restaurants.

15. In April of 1998 Registrant incorporated as "Santana's Grill, Inc.," and by July 1998 we opened our fourth restaurant at 3742 Midway Drive using the SANTANA'S MEXICAN GRILL mark. Exhibit 16 is a true and correct copy of incorporation documents for Registrant Santana's Grill, Inc. dated April 3, 1998, and showing its address at 2067 Cecilia Terrace in San Diego. Exhibit 17 is a true and correct copy of Fictitious Business Name Statements filed in San Diego County in March and April of 1998 for SANTANA'S MEXICAN GRILL at Registrant's 3742 Midway Drive restaurant. This was all part of our original plan to use this mark at all of our restaurant locations.

16. With the opening of this fourth location at 3742 Midway Drive, we prepared a uniform menu for all four restaurants, including the one at 411 Broadway. Exhibit 18 is a true and correct copy of a menu created by Registrant in 1998 for our four restaurants using the SANTANA'S MEXICAN GRILL service mark, including our licensee at 411 Broadway and our three other restaurants at that time. This further shows the intentions and understandings of all the parties involved that the 411 Broadway restaurant would be allowed to use the "Santana's Mexican Grill" name only on condition that it operate in the same manner and with the same menu as the other three restaurants in our growing chain of Mexican food restaurants. My wife and I controlled the manner of use of this service mark at the 411 Broadway location by training employees, establishing the menu and recipes used, and lining up the suppliers of the ingredients, among other things. My wife and I intended to continue this oversight and quality control over

the 411 Broadway restaurant because we also had three other restaurants at this time and substantial and valuable customer goodwill that we did not want to jeopardize.

17. What unfortunately started this dispute in part was the fact that my brother, Arturo Santana Lee, apparently no longer wants to operate his restaurants in the same high quality manner as Registrant's now six other "Santana's Mexican Grill" restaurants in San Diego. However, he wants to continue using our trademarks, which is causing a great deal of consumer confusion because our chain of restaurants has become very popular in San Diego. My brother, Arturo Santana Lee, now wants to strike out on his own, after having been completely set up in the restaurant business by me and my wife, but rather than change the name of his restaurants to "Arturo's," for example, he wants to continue enjoying the benefits of our goodwill developed over thirteen years of hard work and dedication to this business. In fact, he is still to this day using the menu created back in 1998 listing the addresses of the three other restaurants we owned at that time, and still own today. Exhibit 18. Terminating the license to use our service marks at 411 Broadway became necessary because Arturo Santana Lee ultimately rejected our quality control efforts and stopped operating the restaurant at 411 Broadway in a manner consistent with our other restaurants.

18. When we applied for registration of the SANTANA'S MEXICAN GRILL service mark I understand that my wife gave our attorney the July 1998 date as its first use "on or before" date. This was due to an honest misunderstanding about the concept that Registrant could claim its first use through a licensee such as 411 Broadway, and not just by its own direct use that started at 3742 Midway Drive in July of 1998. Our attorney was not aware of these facts about the 411 Broadway restaurant when the application was prepared. As discussed above, we believe we own this service mark because we created the mark and licensed its use to Arturo Santana Lee (who was then our employee), completely set up the restaurant at 411 Broadway to be operated as one of our chain, and have continued direct use of the mark from 1998 to the present.

19. I understand that Petitioner recently filed a summary judgment motion and he now claims to be an "owner" and "licensor" of the SANTANA'S MEXICAN GRILL mark. In fact, Petitioner has had no involvement in the creation or use of this service mark, as he sold his only other restaurant in Yucca Valley to a third party, Arturo Castaneda, in 1998. Petitioner has been out of the Mexican food restaurant business ever since and basically retired. I am not aware of him doing any type of quality control over any restaurants.

20. I am aware that the person who bought the Yucca Valley restaurant from Petitioner in 1998, Arturo Castaneda, has been using the SANTANA'S MEXICAN GRILL mark for his restaurants even though he has absolutely no right to do so. Exhibit 19 is a true and correct copy of a Yellow Pages advertisement and a photograph of the restaurant at 73680 Sun Valley in 29 Palms showing Arturo Castaneda's unauthorized use of SANTANA'S MEXICAN GRILL. This is a cause of serious concern for Registrant because Arturo Castaneda has recently failed to obtain an "A" cleanliness rating from the San Bernardino County Department of Public Health at the Yucca Valley restaurant and so threatens to tarnish Registrant's trademarks and undermine the goodwill in the marks painstakingly developed over our thirteen years of effort. Exhibit 20 is a true and correct copy of a Report from the San Bernardino County Department of Public Health showing Arturo Castaneda's restaurant at 56547 29 Palms Highway in Yucca Valley obtaining only a "B" cleanliness rating after inspections on November 16, 2004 and January 3, 2005. This was yet another reason why Registrant was compelled to bring a lawsuit in District Court to protect its valuable goodwill and trademarks, because the third parties that we originally were forced to sue and who have now aligned themselves with Petitioner as his supposed "licensees" operate their restaurants in a low quality, haphazard and sometimes unsanitary manner.

21. I believe that Registrant is the only party that is using the three subject trademarks at its six restaurant locations in a consistent manner so as to build more brand recognition and goodwill. Petitioner is not using the subject marks at all, having sold his last restaurant in 1998. The third parties Registrant was forced to sue in District Court, Arturo Castaneda, Arturo

Santana Lee and Pedro Santana Lee, now all use these marks in a haphazard and non-uniform manner because they all want to be independent. As discussed above, Arturo Castaneda's failure to obtain an "A" cleanliness rating for at least one of his restaurants threatens to tarnish and damage the marks and Registrant's valuable goodwill. Only Registrant is using the subject marks as true "trademarks" or symbols of origin for its chain of six restaurants in a manner that will maintain and enhance the substantial customer recognition, loyalty and goodwill to which the marks have become associated. Exhibit 21 is a true and correct copy of photographs of Registrant's six restaurants and our website advertising.

22. Registrant's restaurants are located in San Diego, one of the most popular tourist destinations in the United States. Registrant's restaurant at 1480 Rosecrans Street, for example, is located within two miles of the San Diego International Airport, the United States Naval Training Center, and Fort Rosecrans Military Reservation, as well as being on the way to Cabrillo National Monument, a popular tourist location at the tip of Point Loma. Exhibit 22 is a true and correct copy of maps showing the locations of Registrant's restaurants at 1480 Rosecrans Street and at 3742 Midway Drive in San Diego in relation to San Diego International Airport, several U.S. military bases, and Cabrillo National Monument. Registrant's restaurant at 3742 Midway Drive is located in the same area. Exhibit 22. As a result, many of Registrants customers have included out-of-state tourists and military personnel stationed in San Diego.

23. I understand that my wife Claudia Vallarta Santana signed the following declaration when we applied for the three service mark registrations:

> I, Claudia Santana, declare as follows: I am properly authorized to execute this application and declaration on behalf of said Applicant; I believe Applicant to be the owner of the mark sought to be registered, or, if the application is being filed under Section 1051(b) of Title 15 of the United States Code, I believe that Applicant is entitled to use the mark in commerce and that the Applicant has to the best of my knowledge and belief, no other person, firm, corporation or association has the right to use the mark in commerce either in the identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of any other person, to cause confusion or to cause mistake, or to deceive; all statements made herein of my own knowledge are true; all statements made on information and belief are believed to

be true; these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or document or any resulting registration.

Exhibits 1, 2 and 3. Based on what I have stated above, she and I both have always believed that Registrant is the rightful owner of the three service marks at issue, and we still firmly believe that her declaration was and is true and correct. We even informed Petitioner that we intended to apply for the registrations before we did so, and no one ever opposed the registrations or objected in any way.

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

Dated: 02/28/05

By: _____
Abelardo Santana Lee, President
SANTANA'S GRILL, INC.

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TAB C

DECLARATION OF CLAUDIA VALLARTA SANTANA

Frederick S. Berretta
AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
550 West C Street, Suite 1200
San Diego, California 92101
(619) 235-8550
(619) 235-0176 (FAX)

Attorneys for Registrant
SANTANA'S GRILL, INC.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ARTURO SANTANA GALLEGO, Petitioner, v. SANTANA'S GRILL, INC. Registrant.	Cancellation Nos. 92043152 (Consolidated) 92043160 92043175

DECLARATION OF CLAUDIA VALLARTA SANTANA IN SUPPORT OF REGISTRANT'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION OF ISSUES

I, Claudia Vallarta Santana, hereby declare and state as follows:

1. I am the Vice President and Secretary of Registrant Santana's Grill, Inc., and I have always handled accounting and payroll matters for the restaurants we operate, including both before and after Registrant's incorporation in April of 1998. I therefore maintain and am familiar with employee and payroll records for our company, which are kept and filed by me in the usual course of the business. When I refer to "Registrant" in this declaration, I mean Santana's Grill, Inc. or its predecessor which was a business owned by me and my husband Abelardo Santana Lee in an equal partnership. I am also the daughter-in-law of Petitioner Arturo Santana Gallego, and I am very familiar with his activities over the years with respect to the restaurant business, especially after my husband and I purchased Petitioner's first restaurant at 1480 Rosecrans Street in 1992.

2. Registrant Santana's Grill, Inc., is a corporation formed and co-owned by me and my husband Abelardo Santana Lee. Registrant now owns and operates or licenses six Mexican food restaurants in San Diego County, California, under the names "Santana's Mexican Grill" or "Santana's Mexican Food," and plans to continue expanding its business. Registrant is the owner of the three registered service marks that are the subject of this consolidated Cancellation Proceeding: U.S. Registration No. 2,631,458 for SANTANA'S MEXICAN FOOD...ES MUY BUENO, U.S. Registration No. 2,682,978 for SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design, and U.S. Registration No. 2,634,976 for SANTANA'S MEXICAN GRILL. Exhibits. 1, 2 and 3 attached hereto (hereinafter "the '458, '978 and '976 Registrations," respectively).

3. For over thirteen years now Registrant has been very successful in developing its Mexican food restaurant business and the goodwill associated with the subject marks. Those efforts include careful quality control of the restaurants, uniformity in terms of the manner in which the restaurants are run (e.g., having employees wear uniform clothing bearing the marks and logos) and the menu items offered and ingredients used, and advertising for all the restaurants. Through this approach, Registrant has developed substantial goodwill in its

registered service marks for Mexican food restaurants that offer uniformly high quality food and services. Being in San Diego near several large military bases and relatively close to the border, Registrant's restaurants cater to many out-of-state tourists and military personnel, as well as to visitors from Mexico.

4. Petitioner Arturo Santana Gallego is my father-in-law and started what would become the first restaurant to use the name "Santana's Mexican Food," located at 1480 Rosecrans Street in San Diego. When Petitioner originally opened at this location he used other names like "Alberto's" and "Corona's." By 1988 he started using the name "Santana's Mexican Food" first at 1480 Rosecrans Street. Exhibit 4 is a true and correct copy of a Fictitious Business Name Statement filed by Petitioner in San Diego County in 1988 for SANTANA'S MEXICAN FOOD.

5. Registrant first started in the Mexican food business by acquiring the restaurant located at 1480 Rosecrans Street in San Diego from Petitioner in a transaction that was completed in January 1992. In exchange for the restaurant, my husband gave Petitioner an interest in an apartment in Tecate, Mexico worth about $20,000, and forgave a debt Petitioner owed him also of about $20,000. In order to accomplish the acquisition, my husband and I first joined Petitioner as partners in the restaurant business located at 1480 Rosecrans Street on December 31, 1991. Exhibit 5 are true and correct copies of a Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed December 31, 1991 (adding Abelardo Santana Lee and Claudia Vallarta Santana as partners), and a Letter Agreement dated October 11, 1991 to take over the lease.. Then, on January 27, 1992, Petitioner was "deleted" from the partnership. Exhibit 6 is a true and correct copy of a Report of Change of Ownership of restaurant at 1480 Rosecrans Street in San Diego filed January 27, 1992 (deleting Petitioner Arturo Santana Gallego). Petitioner did not retain any rights or control over the restaurant at 1480 Rosecrans Street, which after the transaction was under the complete and sole control of me and my husband.

6. As part of the acquisition, Petitioner abandoned his Fictitious Business Name Statement in San Diego County for "Santana's Mexican Food" so that Registrant could file it with the San Diego County Recorder's Office and thereby take possession of the service mark as its own. Exhibit 7 is a true and correct copy of a Statement of Abandonment of Use of Fictitious Business Name filed by Petitioner in San Diego County on January 9, 1992 (abandoning SANTANA'S MEXICAN FOOD). Exhibit 8 is a true and correct copy of a Fictitious Business Name Statement filed by Abelardo Santana Lee and Claudia Vallarta Santana in San Diego County on January 9, 1992 (adopting SANTANA'S MEXICAN FOOD). We did not use any attorneys for this transaction. Although Petitioner and I did not specifically discuss "trademarks" or "goodwill," I understood this transaction to be a transfer of the service mark along with the business and associated goodwill, and based on that my husband and I have built our business to now six restaurants in San Diego County. Petitioner never said anything to me about him retaining any rights in the service mark with respect to the business and goodwill associated with the restaurant located at 1480 Rosecrans Street. We are not and have never been a "licensee" of Petitioner, and he has no control over any aspect of our business.

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retired. To my knowledge he has been out of the restaurant business ever since, and has not been exercising any type of quality control or supervision over any restaurants. He has never controlled or supervised the operations of Registrant's restaurants. That was always done by my husband. We have continuously used the SANTANA'S MEXICAN FOOD service mark that is the subject of the '458 Registration in commerce at 1480 Rosecrans Street, at Registrant's other restaurants, and in general advertising for all our restaurants to the present day. When I signed the declaration for registration of this service mark I understood and believed that we owned it, and I still believe that we own this service mark.

8. In early 1993, with the assistance of Maite Agahnia of Neo Design in San Diego, I created the service mark that includes the words SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design that is shown in the '978 Registration. Exhibit 9 is a true and correct copy of a. letter from Maite Agahnia of NEO DESIGN dated September 10, 2003, explaining her role in assisting me with design of '978 Registration. We have used this service mark in commerce in various forms, sometimes without the words HOME OF FAMOUS CALIFORNIA BURRITO and sometimes only with the words SANTANA'S MEXICAN FOOD. However, it is always used with the words SANTANA'S MEXICAN FOOD sandwiched between the distinctive upper and lower "saw tooth" patterns that are part of the design. Exhibit 10 is a true and correct copy of various examples of Registrant's use of the '978 Registration service mark. Petitioner had absolutely no involvement in the creation or first use of the service mark of the '978 Registration.

9. I understand that Petitioner claims to have "invented" the "California Burrito," but I know Petitioner never used the phrase HOME OF FAMOUS CALIFORNIA BURRITO that is part of this service mark. By 1993 when I created this mark and first starting using it we were making our own version of the "California Burrito" and we were the first to use the phrase HOME OF FAMOUS CALIFORNIA BURRITO as part of a service mark. Exhibit 2. Registrant has continuously used this service mark in commerce at all its restaurants and in general advertising for all its restaurants to the present day.

10. When we first applied for registration of this mark, I mistakenly indicated that the date of first use in commerce coincided with the 1988 date of first use of the words SANTANA'S MEXICAN FOOD alone, and the '978 Registration issued with that incorrect date. Exhibit 2. This was merely an honest mistake caused by a misunderstanding between me our attorney, who was new to our business and was not familiar with all the history of our business. As discussed above, the service mark as a whole was not created until 1993. I understand that this mistake was corrected by a Request for Corrected Registration Certificate that our attorney submitted to the Trademark Office in October of 2003. Exhibit 11 is a true and correct copy of Registrant's Request for Corrected Registration Certificate for the '978 Registration, submitted October 20, 2003.

11. The SANTANA'S MEXICAN GRILL service mark of the '976 Registration was created by my husband and I in 1997 as part of our overall plan to incorporate our business as "Santana's Grill, Inc." Exhibit 3. Our plan was to start using this mark at our other restaurant locations, including 1480 Rosecrans Street, 1525 Morena Boulevard, and two new locations to open at 411 Broadway in El Cajon, and 3742 Midway Drive, all in San Diego County. This mark was first used at the restaurant located at 411 Broadway in November of 1997 because that was the first of the two new locations to open. The restaurant at 411 Broadway was opened and set up by me and my husband with the intention that it would be owned and operated by my brother-in-law, Arturo Santana Lee, as another in our growing chain of Registrant's Mexican food restaurants. It was always our understanding and intention that my brother-in-law would operate the restaurant in the same manner as our other restaurants, with the same menu items, ingredients and quality.

12. At this time in the second half of 1997, my brother-in-law Arturo Santana Lee was still our employee and we trained him in the business. Exhibit 12 is a true and correct copy of Arturo Santana Lee's 1997 W-2 Wage and Tax Statement and Registrant's Quarterly Base Wage Report for all employees in 1997 showing Arturo Santana Lee as an employee of

Registrant in the third and fourth quarters of 1997.[1] To get the restaurant at 411 Broadway started, my husband and I personally guaranteed the lease for my brother-in-law. Exhibit 13 is a true and correct copy of a Guaranty of Lease for the 411 Broadway restaurant executed by Abelardo Santana Lee and Claudia Vallarta Santana on November 21, 1997. We also arranged for insurance at the 411 Broadway restaurant from Farmers Insurance Group, the company we had already been using at our other restaurants. Exhibit 14 is a true and correct copy of insurance documents showing that Registrant arranged for insurance at the 411 Broadway restaurant from Farmers Insurance Group. I also arranged for other services for the 411 Broadway restaurant, including bookkeeping, banking and payroll, insurance, gas and electric, telephone, water, sewer, and waste disposal. I put these services in Arturo Santana Lee's name since he would be the owner of the restaurant and responsible for paying the bills.

13. I also prepared the form for the Fictitious Business Name Statement in San Diego County for "Santana's Mexican Grill" for Arturo Santana Lee's signature using our business address at that time, 2067 Cecelia Terrace in San Diego. Exhibit 15 is a true and correct copy of a Fictitious Business Name Statement filed on behalf of Arturo Santana Lee in San Diego County on December 17, 1997, for SANTANA'S MEXICAN GRILL. The Fictitious Business Name Statement was put in my brother-in-law's name at that location because he was going to be the owner of that restaurant, not because we intended him to own the service mark My brother-in-law, Arturo Santana Lee, could not have set up the new restaurant on his own. In late 1997 he lived in Mexico and still to this day speaks little or no English.

14. My husband and I arranged the entire set up and employee training necessary to open the restaurant at 411 Broadway, and instructed Arturo Santana Lee to use the "Santana's Mexican Grill" name with the understanding that he would operate the restaurant in a manner substantially uniform to our other restaurants. My husband and I worked very hard to open the

[1] Exhibit 12 is attached to a Confidential Declaration of Claudia Vallarta Santana and has been filed under seal because it shows employment information and social security numbers for our employees in 1997, one of which was my brother-in-law Arturo Santana Lee.

restaurant at 411 Broadway and properly train the new employees, in part to help my brother-in-law get started in a successful business in the United States, and mainly because all of our restaurants could benefit by buying the same supplies and ingredients in greater quantities and at better discounts. My brother-in-law, Arturo Santana Lee, understood this and agreed to this arrangement. He never indicated that he wanted to do anything different, which of course would have been unacceptable to me and my husband. We would not have done all this work for my brother-in-law if he was not planning to operate his restaurant in the same manner as our other restaurants.

15. In April of 1998 Registrant incorporated as "Santana's Grill, Inc.," and by July 1998 we opened our fourth restaurant at 3742 Midway Drive using the SANTANA'S MEXICAN GRILL mark. Exhibit 16 is a true and correct copy of incorporation documents for Registrant Santana's Grill, Inc. dated April 3, 1998, and showing its address at 2067 Cecilia Terrace in San Diego. Exhibit 17 is a true and correct copy of Fictitious Business Name Statements filed in San Diego County in March and April of 1998 for SANTANA'S MEXICAN GRILL at Registrant's 3742 Midway Drive restaurant. This was all part of our original plan to use this mark at all of our restaurant locations.

16. With the opening of this fourth location at 3742 Midway Drive, we prepared a uniform menu for all four restaurants, including the one at 411 Broadway. Exhibit 18 is a true and correct copy of a menu created by Registrant in 1998 for our four restaurants using the SANTANA'S MEXICAN GRILL service mark, including our licensee at 411 Broadway and our three other restaurants at that time. This further shows the intentions and understandings of all the parties involved that the 411 Broadway restaurant would be allowed to use the "Santana's Mexican Grill" name only on condition that it operate in the same manner and with the same menu as the other three restaurants in our growing chain of Mexican food restaurants. My husband and I controlled the manner of use of this service mark at the 411 Broadway location by training employees, establishing the menu and recipes used, and lining up the suppliers of the ingredients, among other things. My husband and I intended to continue this oversight and

quality control over the 411 Broadway restaurant because we also had three other restaurants at this time and substantial and valuable customer goodwill that we did not want to jeopardize.

17. What unfortunately started this dispute in part was the fact that my brother-in-law, Arturo Santana Lee, apparently no longer wants to operate his restaurants in the same high quality manner as Registrant's now six other "Santana's Mexican Grill" restaurants in San Diego. However, he wants to continue using our trademarks, which is causing a great deal of consumer confusion because our chain of restaurants has become very popular in San Diego. My brother-in-law, Arturo Santana Lee, now wants to strike out on his own, after having been completely set up in the restaurant business by me and my husband, but rather than change the name of his restaurants to "Arturo's," for example, he wants to continue enjoying the benefits of our goodwill developed over thirteen years of hard work and dedication to this business. In fact, he is still to this day using the menu created back in 1998 listing the addresses of the three other restaurants we owned at that time, and still own today. Exhibit 18. Terminating the license to use our service marks at 411 Broadway became necessary because Arturo Santana Lee ultimately rejected our quality control efforts and stopped operating the restaurant at 411 Broadway in a manner consistent with our other restaurants.

18. When we applied for registration of the SANTANA'S MEXICAN GRILL service mark I gave our attorney the July 1998 date as its first use "on or before" date. This was due to my honest misunderstanding about the concept that Registrant could claim its first use through a licensee such as 411 Broadway, and not just by its own direct use that started at 3742 Midway Drive in July of 1998. Our attorney was not aware of these facts about the 411 Broadway restaurant when the application was prepared. As discussed above, we believe we own this service mark because we created the mark and licensed its use to Arturo Santana Lee (who was then our employee), completely set up the restaurant at 411 Broadway to be operated as one of our chain, and have continued direct use of the mark from 1998 to the present.

19. I understand that Petitioner recently filed a summary judgment motion and he now claims to be an "owner" and "licensor" of the SANTANA'S MEXICAN GRILL mark. In

fact, Petitioner has had no involvement in the creation or use of this service mark, as he sold his only other restaurant in Yucca Valley to a third party, Arturo Castaneda, in 1998. Petitioner has been out of the Mexican food restaurant business ever since and basically retired. I am not aware of him doing any type of quality control over any restaurants.

20. I am aware that the person who bought the Yucca Valley restaurant from Petitioner in 1998, Arturo Castaneda, has been using the SANTANA'S MEXICAN GRILL mark for his restaurants even though he has absolutely no right to do so. Exhibit 19 is a true and correct copy of a Yellow Pages advertisement and a photograph of the restaurant at 73680 Sun Valley in 29 Palms showing Arturo Castaneda's unauthorized use of SANTANA'S MEXICAN GRILL. This is a cause of serious concern for Registrant because Arturo Castaneda has recently failed to obtain an "A" cleanliness rating from the San Bernardino County Department of Public Health at the Yucca Valley restaurant and so threatens to tarnish Registrant's trademarks and undermine the goodwill in the marks painstakingly developed over our thirteen years of effort. Exhibit 20 is a true and correct copy of a Report from the San Bernardino County Department of Public Health showing Arturo Castaneda's restaurant at 56547 29 Palms Highway in Yucca Valley obtaining only a "B" cleanliness rating after inspections on November 16, 2004 and January 3, 2005. This was yet another reason why Registrant was compelled to bring a lawsuit in District Court to protect its valuable goodwill and trademarks, because the third parties that we originally were forced to sue and who have now aligned themselves with Petitioner as his supposed "licensees" operate their restaurants in a low quality, haphazard and sometimes unsanitary manner.

21. I believe that Registrant is the only party that is using the three subject trademarks at its six restaurant locations in a consistent manner so as to build more brand recognition and goodwill. Petitioner is not using the subject marks at all, having sold his last restaurant in 1998. The third parties Registrant was forced to sue in District Court, Arturo Castaneda, Arturo Santana Lee and Pedro Santana Lee, now all use these marks in a haphazard and non-uniform manner because they all want to be independent. As discussed above, Arturo Castaneda's failure

to obtain an "A" cleanliness rating for at least one of his restaurants threatens to tarnish and damage the marks and Registrant's valuable goodwill. Only Registrant is using the subject marks as true "trademarks" or symbols of origin for its chain of six restaurants in a manner that will maintain and enhance the substantial customer recognition, loyalty and goodwill to which the marks have become associated. Exhibit 21 is a true and correct copy of photographs of Registrant's six restaurants and our website advertising.

22. Registrant's restaurants are located in San Diego, one of the most popular tourist destinations in the United States. Registrant's restaurant at 1480 Rosecrans Street, for example, is located within two miles of the San Diego International Airport, the United States Naval Training Center, and Fort Rosecrans Military Reservation, as well as being on the way to Cabrillo National Monument, a popular tourist location at the tip of Point Loma. Exhibit 22 is a true and correct copy of maps showing the locations of Registrant's restaurants at 1480 Rosecrans Street and at 3742 Midway Drive in San Diego in relation to San Diego International Airport, several U.S. military bases, and Cabrillo National Monument. Registrant's restaurant at 3742 Midway Drive is located in the same area. Exhibit 22. As a result, many of Registrants customers have included out-of-state tourists and military personnel stationed in San Diego.

23. As Registrant's Secretary I signed the following declaration when we applied for the three service mark registrations:

> I, Claudia Santana, declare as follows: I am properly authorized to execute this application and declaration on behalf of said Applicant; I believe Applicant to be the owner of the mark sought to be registered, or, if the application is being filed under Section 1051(b) of Title 15 of the United States Code, I believe that Applicant is entitled to use the mark in commerce and that the Applicant has to the best of my knowledge and belief, no other person, firm, corporation or association has the right to use the mark in commerce either in the identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of any other person, to cause confusion or to cause mistake, or to deceive; all statements made herein of my own knowledge are true; all statements made on information and belief are believed to be true; these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful,

false statements may jeopardize the validity of the application or document or any resulting registration.

Exhibits 1, 2 and 3. Based on what I have stated above, I have always believed that Registrant is the rightful owner of the three service marks at issue, and I still firmly believe that my declaration was and is true and correct. I never had any intention to deceive the Trademark Office or to obtain the registrations through fraud. My husband and I even informed Petitioner that we intended to apply for the registrations before we did so, and no one ever opposed the registrations or objected in any way.

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

Dated: 2-28-2005

By: _____
Claudia Vallarta Santana, V.P. and Secretary
SANTANA'S GRILL, INC.

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TAB D

EXHIBITS 1 THROUGH 25

EXHIBIT 1

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,631,458
Registered Oct. 8, 2002

SERVICE MARK
PRINCIPAL REGISTER

SANTANA'S MEXICAN FOOD...ES MUY BUENO

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)
2067 CECELIA TERRACE
SAN DIEGO, CA 92110

FOR: RESTAURANT SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEXICAN FOOD", APART FROM THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "ES MUY BUENO" IS "IT'S VERY GOOD".

SER. NO. 76-345,538, FILED 12-5-2001.

SHAVELL MCPHERSON, EXAMINING ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION FOR SERVICE MARK REGISTRATION UNDER SECTION 1(a)

PRINCIPAL REGISTER

Mark : SANTANA'S MEXICAN FOOD...ES MUY BUENO

Int. Class : 42

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

Dear Sir:

The Applicant is:

SANTANA'S GRILL, INC.,

a California corporation,

2067 Cecelia Terrace, San Diego, California 92110.

Applicant has adopted and is using the service mark shown in the accompanying drawing on or in connection with the following services: **RESTAURANT SERVICES in International Class 42**; and requests that the mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. § 1051, et seq., as amended).

The service mark was first used in connection with the services on or before 1988; was first used in commerce on or before 1988; and is now in use in such commerce.

One (1) specimen for each class showing the mark as used in commerce is submitted with this application.

POWER OF ATTORNEY

Applicant hereby appoints Louis J. Knobbe, Don W. Martens, Gordon H. Olson, James B. Bear, Darrell L. Olson, William B. Bunker, William H. Nieman, Arthur S. Rose, James F. Lesniak, Ned A. Israelsen, Drew S. Hamilton, Jerry T. Sewell, John B. Sganga, Jr., Edward A. Schlatter, Gerard von Hoffmann, Joseph R. Re, Catherine J. Holland, John M. Carson, Karen Vogel Weil, Andrew H. Simpson, Jeffrey L. Van Hoosear, Daniel E. Altman, Marguerite L. Gunn, Vito A. Canuso, Lynda J. Zadra-Symes, William H. Shreve, Stephen C. Jensen, Steven J. Nataupsky, Paul A. Stewart, Joseph F. Jennings, Craig S. Summers, AnneMarie Kaiser, Brenton R. Babcock, Thomas F. Smegal, Jr., Michael H. Trenholm, Diane M. Reed, Ronald J. Schoenbaum, John R. King, Frederick S. Berretta, Nancy Ways Vensko, John P. Giezentanner, Adeel S. Akhtar, Ginger R. Dreger, Thomas R. Arno, David N. Weiss, Dan Hart, Douglas G. Muehlhauser, Lori Lee Yamato, Michael K. Friedland, Dale C. Hunt, Richard E. Campbell, Paul D. Tripodi, Stacey R. Halpern, Lee W. Henderson, Mark M. Abumeri, Jon W. Gurka, Deborah S. Shepherd, Eric M. Nelson, Mark R. Benedict, Paul N. Conover, Robert J. Roby, Sabing H. Lee, Karoline A. Delaney, John W. Holcomb, James J. Mullen, III, Joseph S. Cianfrani, Joseph M. Reisman, William R. Zimmerman, Glen L. Nuttall, Tirzah Abé Lowe, Alexander Franco, Sanjivpal S. Gill, Susan Moss Natland, Eric S. Furman, James W. Hill, Rose M. Thiessen, Michael L. Fuller, Michael A. Guiliana, Mark J. Kertz, Rabinder N. Narula, Bruce S. Itchkawitz, Peter M. Midgley, Thomas S. McClenahan, Michael S. Okamoto, John M. Grover, Mallary K. de Merlier, Irfan A. Lateef, Amy C. Christensen, Sharon S. Ng, Mark J. Gallagher, David G. Jankowski, Brian C. Horne, Payson J. LeMeilleur, Diana W. Prince, Paul C. Steinhardt, William C. Boling, Sheila N. Swaroop, Benjamin A. Katzenellenbogen, Chanette Lee Armstrong, Linda H. Liu, Vincent M. Pollmeier, Jeffrey S. Ellsworth, Andrew N. Merickel, Douglas T. Hudson, David L. Hauser, Kaare D. Larson, James F. Herkenhoff, Scott L. Murray, C. Philip Poirier, Roger S. Shang, Andrew M. Douglas, Marc T. Morley, Salima A. Merani, Tina M. Chappell, Sam K. Tahmassebi, Christy L. Green, Jalal Sadr, Jonathan A. Hyman, Curtiss C. Dosier, Richard A. DeCristofaro, Joseph J. Mallon, Ph.D., Joanne L. Dufek, Thomas P. Krzeminski, Jeffrey A. Birchak, and Matthew S. Bellinger of KNOBBE, MARTENS, OLSON & BEAR, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone (949) 760-0404, as its attorneys with full power of

substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith.

DECLARATION

I, Claudia Santana, declare as follows: I am properly authorized to execute this application and declaration on behalf of said Applicant; I believe Applicant to be the owner of the mark sought to be registered, or, if the application is being filed under Section 1051(b) of Title 15 of the United States Code, I believe that Applicant is entitled to use the mark in commerce and that the Applicant has to the best of my knowledge and belief, no other person, firm, corporation or association has the right to use the mark in commerce either in the identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of any other person, to cause confusion or to cause mistake, or to deceive; all statements made herein of my own knowledge are true; all statements made on information and belief are believed to be true; these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or document or any resulting registration.

SANTANA'S GRILL, INC.

Dated: 11-27-01

By: _____
Claudia Santana
Vice President

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102601

EXHIBIT 2

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,682,978
Registered Feb. 4, 2003

SERVICE MARK
PRINCIPAL REGISTER

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)
2067 CECELIA TERRACE
SAN DIEGO, CA 92110

FOR: RESTAURANT SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEXICAN FOOD" AND "CALIFORNIA BURRITO", APART FROM THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF "ES MUY BUENO" IS "IT'S VERY GOOD".

SER. NO. 76-345,542, FILED 12-5-2001.

JEFFERY COWARD, EXAMINING ATTORNEY

SANT.002T SERVICE MARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION FOR SERVICE MARK REGISTRATION UNDER SECTION 1(a)

PRINCIPAL REGISTER

Mark : SANTANA'S MEXICAN FOOD...ES MUY BUENO HOME OF FAMOUS CALIFORNIA BURRITO and Design

Int. Class : 42

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

Dear Sir:

The Applicant is:

SANTANA'S GRILL, INC.,

a California corporation,

2067 Cecelia Terrace, San Diego, California 92110.

Applicant has adopted and is using the service mark shown in the accompanying drawing on or in connection with the following services: **RESTAURANT SERVICES in International Class 42**; and requests that the mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. § 1051, et seq., as amended).

The service mark was first used in connection with the services on or before 1988; was first used in commerce on or before 1988; and is now in use in such commerce.

One (1) specimen for each class showing the mark as used in commerce is submitted with this application.

EXHIBIT 2 PAGE 2 OF 4

POWER OF ATTORNEY

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SANTANA'S GRILL, INC.

Dated: 11-27-01

By: _____
Claudia Santana
Vice President

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112701

EXHIBIT 3

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,634,976
Registered Oct. 15, 2002

SERVICE MARK
PRINCIPAL REGISTER

SANTANA'S MEXICAN GRILL

SANTANA'S GRILL, INC. (CALIFORNIA CORPORATION)
2067 CECELIA TERRACE
SAN DIEGO, CA 92110

FOR: RESTAURANT SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 7-0-1998; IN COMMERCE 7-0-1998.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEXICAN GRILL", APART FROM THE MARK AS SHOWN.

SER. NO. 76-345,537, FILED 12-5-2001.

SHAVELL MCPHERSON, EXAMINING ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION FOR SERVICE MARK REGISTRATION UNDER SECTION 1(a)

PRINCIPAL REGISTER

Mark : SANTANA'S MEXICAN GRILL

Int. Class : 42

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

Dear Sir:

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POWER OF ATTORNEY

Applicant hereby appoints Louis J. Knobbe, Don W. Martens, Gordon H. Olson, James B. Bear, Darrell L. Olson, William B. Bunker, William H. Nieman, Arthur S. Rose, James F. Lesniak, Ned A. Israelsen, Drew S. Hamilton, Jerry T. Sewell, John B. Sganga, Jr., Edward A.

Schlatter, Gerard von Hoffmann, Joseph R. Re, Catherine J. Holland, John M. Carson, Karen Vogel Weil, Andrew H. Simpson, Jeffrey L. Van Hoosear, Daniel E. Altman, Marguerite L. Gunn, Vito A. Canuso, Lynda J. Zadra-Symes, William H. Shreve, Stephen C. Jensen, Steven J. Nataupsky, Paul A. Stewart, Joseph F. Jennings, Craig S. Summers, AnneMarie Kaiser, Brenton R. Babcock, Thomas F. Smegal, Jr., Michael H. Trenholm, Diane M. Reed, Ronald J. Schoenbaum, John R. King, Frederick S. Berretta, Nancy Ways Vensko, John P. Giezentanner, Adeel S. Akhtar, Ginger R. Dreger, Thomas R. Arno, David N. Weiss, Dan Hart, Douglas G. Muehlhauser, Lori Lee Yamato, Michael K. Friedland, Dale C. Hunt, Richard E. Campbell, Paul D. Tripodi, Stacey R. Halpern, Lee W. Henderson, Mark M. Abumeri, Jon W. Gurka, Deborah S. Shepherd, Eric M. Nelson, Mark R. Benedict, Paul N. Conover, Robert J. Roby, Sabing H. Lee, Karoline A. Delaney, John W. Holcomb, James J. Mullen, III, Joseph S. Cianfrani, Joseph M. Reisman, William R. Zimmerman, Glen L. Nuttall, Tirzah Abé Lowe, Alexander Franco, Sanjivpal S. Gill, Susan Moss Natland, Eric S. Furman, James W. Hill, Rose M. Thiessen, Michael L. Fuller, Michael A. Guiliana, Mark J. Kertz, Rabinder N. Narula, Bruce S. Itchkawitz, Peter M. Midgley, Thomas S. McClenahan, Michael S. Okamoto, John M. Grover, Mallary K. de Merlier, Irfan A. Lateef, Amy C. Christensen, Sharon S. Ng, Mark J. Gallagher, David G. Jankowski, Brian C. Horne, Payson J. LeMeilleur, Diana W. Prince, Paul C. Steinhardt, William C. Boling, Sheila N. Swaroop, Benjamin A. Katzenellenbogen, Chanette Lee Armstrong, Linda H. Liu, Vincent M. Pollmeier, Jeffrey S. Ellsworth, Andrew N. Merickel, Douglas T. Hudson, David L. Hauser, Kaare D. Larson, James F. Herkenhoff, Scott L. Murray, C. Philip Poirier, Roger S. Shang, Andrew M. Douglas, Marc T. Morley, Salima A. Merani, Tina M. Chappell, Sam K. Tahmassebi, Christy L. Green, Jalal Sadr, Jonathan A. Hyman, Curtiss C. Dosier, Richard A. DeCristofaro, Joseph J. Mallon, Ph.D., Joanne L. Dufek, Thomas P. Krzeminski, Jeffrey A. Birchak, and Matthew S. Bellinger of KNOBBE, MARTENS, OLSON & BEAR, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone (949) 760-0404, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith.

DECLARATION

I, Claudia Santana, declare as follows: I am properly authorized to execute this application and declaration on behalf of said Applicant; I believe Applicant to be the owner of the mark sought to be registered, or, if the application is being filed under Section 1051(b) of Title 15 of the United States Code, I believe that Applicant is entitled to use the mark in commerce and that the Applicant has to the best of my knowledge and belief, no other person, firm, corporation or association has the right to use the mark in commerce either in the identical form or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of any other person, to cause confusion or to cause mistake, or to deceive; all statements made herein of my own knowledge are true; all statements made on information and belief are believed to be true; these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or document or any resulting registration.

SANTANA'S GRILL, INC.

Dated: 11-27-01

By: _____
Claudia Santana
Vice President

S:\DOCS\AOK\AOK-7432.DOC
102601

EXHIBIT 4

PLEASE PRINT OR TYPE FIRMLY. YOU ARE MAKING MULTIPLE COPIES.

ROBERT D. ZUMWALT,
COUNTY CLERK
County Courthouse, 220 West Broadway
P. O. Box 128, San Diego, California 92112-4104
(619) 236-3253

This Space For Use of County Clerk

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE
$10.00 - FOR FIRST BUSINESS NAME ON STATEMENT
$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FILED 3 15 PM '88
ROBERT D. ZUMWALT
COUNTY CLERK, SAN DIEGO COUNTY
CALIFORNIA

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

* SANTANA'S MEXICAN FOOD
(Print Fictitious Business Name[s] on Line Above)

** LOCATED AT: 1480 ROSECRANS ST.
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)
IN: SAN DIEGO, CA. 92106
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

*** (#1) ARTURO SANTANA
(Full Name — Type/Print)
APT. 202
3111 MACAULAY ST.
(Residence address if not incorporated)
(State of incorporation if incorporated)
SAN DIEGO, CA. 92106
(City and Zip)

(#2)
(Full Name — Type/Print)
Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

(#3)
(Full Name — Type/Print)
Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

(#4)
(Full Name — Type/Print)
709 3523 3/14/88
10.00 M
10.00CATE
709.3523 AIA 3/14/88
Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

**** This business is conducted by: ☒ an Individual ☐ Individuals — Husband and Wife ☐ a General Partnership ☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture ☐ an Unincorporated Association — other than a Partnership ☐ Other (Specify)

***** THE REGISTRANT COMMENCED THE TRANSACTION OF BUSINESS ON: DEC. 87

SIGNATURE OF REGISTRANT: [signature]

ARTURO SANTANA
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH ROBERT D. ZUMWALT, COUNTY CLERK OF SAN DIEGO COUNTY ON DATE INDICATED BY FILE STAMP ABOVE

N-O-T-I-C-E

THIS FICTITIOUS BUSINESS NAME STATEMENT EXPIRES ON DECEMBER 31ST, FIVE (5) YEARS FROM THE YEAR OF FILING. IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME, A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

DEC. 31, 1993

ASSIGNED FILE NO. 8805655

COUNTY CLERK

EXHIBIT 4 PAGE 1 OF 1

EXHIBIT 5

City of San Diego
BUSINESS TAXES SECTION
P.O. Box 121536
San Diego, California 92112

Business Tax Certificate No. 860 | 5722

Effective Date of Change: 12-31-91 X

REPORTING CHANGE IN: ZUC NO.

(Please check all applicable)

- ☐ LOCATION
- ☒ OWNERSHIP TYPE ON EXISTING BUSINESSES
- ☐ ACTIVITY CODE
- ☐ EMPLOYEE COUNT: From _____ to _____

OWNER'S NAME: ARTURO SANTANA

BUSINESS NAME: SANTANA'S MEXICAN FOOD

☐ **LOCATION**

PREVIOUS BUSINESS ADDRESS (required for reporting the change of location only)

CURRENT BUSINESS ADDRESS:
1480 (NUMBER) ROSECRANS ST (STREET) (SUITE)
SAN DIEGO (STATE) CA 92106 (ZIP CODE) (619) 226-8745 (PHONE #)

CURRENT MAILING ADDRESS:
SAME (NUMBER) (STREET) (SUITE)
(CITY) (STATE) (ZIP CODE) (PHONE #)

☒ **OWNERSHIP TYPE:** (Check box if reporting change of ownership type only)

- ☒ Sole to Partnership*
- ☐ Partnership to Sole
- ☐ Corporation to Sole
- ☐ Sole to Corporation*
- ☐ Partnership to Corporation*
- ☐ Corporation to Partnership*

*Please list below the names and full residence addresses of partners or corporate officers of your business. If deleting, use letter "D" in box and if adding partner or corporate officer, use "A" in box.

☒ Name: ABELARDO SANTANA-LEE
Residence Address: 5810 RILEY ST #1
SAN DIEGO, CA 92110
S.S. or Fed. Emp. I.D. No. 557-91-2691

☒ Name: CLAUDIA VALLARTA-SANTANA
Residence Address: 5810 RILEY ST #1
SAN DIEGO, CA 92110
S.S. # 545-91-6687

☐ Name:
Residence Address:
S.S. #

☐ **PRINCIPAL BUSINESS ACTIVITY CODE** New Principal Business Activity Code: _____
(use the business listing category)

Describe in detail activities to be conducted on the premise, including any products or services provided:

Seller's Permit # _____ Current State Contractor's License # _____
(Seller's Permit may be obtained from the State Board of Equalization, 237-7733.)
(State Contractors License may be obtained from the State Contractors Bureau, 455-0237, and is required from all contractors.)

X _____ OWNER'S SIGNATURE: X 12-31-91 DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

FOR OFFICE USE ONLY

Zoning fee required: YES ___ NO ___ (circle one)

Payment Date _____ Total Paid _____ Total Owed 12.00

TR-1627 (Rev. 6-90)

SD # 860 5722

EXHIBIT 5 PAGE 1 OF 2

SG00052

October 11, 1991

Dr. George Farres
3358 F. Street
San Diego, California 92102

Dear Dr. George Farres:

This is the letter of what we agreed to do in our conversation today regarding the contract for rent of the property located at 1480 Rosecrans Street corner with Hugo.

Term of lease: Five (5) years; with an option to extend for five (5) more.

Rent: Rent to be $3,500.00 per month starting January 7th, 1992 and to remain the same for this year.
2nd year;
Starting January 7th, 1993 rent to be $4,000.00 per month and to remain the same for this year.
3rd, 4th & 5th year;
There will be a 5% percent increase annually for each year.

Before the 5th year is over (1996) we will get together to discuss about the 5 year option.

Lease document: The lease is to be an INDUSTRIAL/ COMMERCIAL LEASE, NNN (Triple Net).

Premises: Premises are to be taken in it's PRESENT CONDITION (AS IS), including all equipment and building.

Very truly yours,

CLAUDIA VALLARTA-SANTANA

DR. GEORGE FARRES | ABELARDO SANTANA | CLAUDIA VALLARTA-SANTANA

All terms & Conditions of previous 12-10-91 Lease are in Effect.

EXHIBIT 5 PAGE 2 OF 2

SG00051

EXHIBIT 6

City of San Diego
BUSINESS TAXES SECTION
P.O. Box 121536
San Diego, California 92112

Business Tax Certificate No. 8601 5722

Effective Date of Change: X

REPORTING CHANGE IN: ZUC NO.
(Please check all applicable)

- ☐ LOCATION
- ☐ OWNERSHIP TYPE ON EXISTING BUSINESSES
- ☐ ACTIVITY CODE
- ☐ EMPLOYEE COUNT: From _____ to _____

OWNER'S NAME: CLAUDIA VALLARTA-SANTANA
BUSINESS NAME: SANTANAS MEXICAN FOOD

☐ **LOCATION**
PREVIOUS BUSINESS ADDRESS (required for reporting the change of location only)

CURRENT BUSINESS ADDRESS:
1480 ROSECRANS ST.
NUMBER STREET SUITE
SAN DIEGO CA 92106 (619) 226-8745
CITY STATE ZIP CODE PHONE #

CURRENT MAILING ADDRESS:
NUMBER STREET SUITE
CITY STATE ZIP CODE PHONE #

☐ **OWNERSHIP TYPE:** (Check box if reporting change of ownership type only)

- ☐ Sole to Partnership*
- ☐ Partnership to Sole
- ☐ Corporation to Sole
- ☐ Sole to Corporation*
- ☐ Partnership to Corporation*
- ☐ Corporation to Partnership*

*Please list below the names and full residence addresses of partners or corporate officers of your business. If deleting, use letter "D" in box and if adding partner or corporate officer, use "A" in box.

☐ Name: ARTURO SANTANA
Residence Address: S.S. or Fed. Emp. I.D. No. 95-4083523

☐ Name:
Residence Address: S.S. #

☐ Name:
Residence Address: S.S. #

☐ **PRINCIPAL BUSINESS ACTIVITY CODE** New Principal Business Activity Code: _____
(use the business listing category)

Describe in detail activities to be conducted on the premise, including any products or services provided:

Seller's Permit # _____ Current State Contractor's License # _____
(Seller's Permit may be obtained from the State Board of Equalization, 237-7733.)
(State Contractors License may be obtained from the State Contractors Bureau, 455-0237, and is required from all contractors.)

OWNER'S SIGNATURE: X 1-27-92 DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

FOR OFFICE USE ONLY

Zoning fee required: YES ___ NO ___ (circle one)

Payment Date _____ Total Paid _____ Total Owed — 0 —

TR-1627 (Rev. 6-90)

EXHIBIT 6 PAGE 1 OF 1

8601 5722

SG00053

EXHIBIT 7

PLEASE PRINT OR TYPE

ANNETTE J. EVANS
RECORDER/COUNTY CLERK

P.O. BOX 1750 SAN DIEGO, CA 92112-4147
(619) 531-5210

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE - $5.00 FOR EACH BUSINESS NAME

This Space For Use of Recorder/County Clerk

JAN 09 1992

DEPUTY

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME

In reference to the activity doing business as:

(1) SANTANA'S MEXICAN FOOD
(Fictitious Business Name[s])

(2) Located At: 1480 ROSECRANS ST
(Street Address - If No Street Address Assigned - Give Exact Location of Business Plus P.O. Box or Rural Route)

SAN DIEGO CA 92106
(City and Zip Code)

The following registrant(s) has (have) abandoned use of the fictitious business name:

(3) #1. ARTURO SANTANA-GALLEGO
(Full Name - Type/Print)

3211 Hugo ST
(Residence Address of State of Incorporation)

SAN DIEGO, CA 92106
(City and Zip Code)

#2. _____
(Full Name - Type/Print)

_____
(Residence Address or State of incorporation)

_____
(City and Zip Code)

#3. _____
(Full Name - Type/Print)

_____
(Residence Address or State of Incorporation)

_____
(City and Zip Code)

#4. _____
(Full Name - Type/Print)

_____
(Residence Address or State of Incorporation)

_____
(City and Zip Code)

The fictitious business name referred to above was filed in San Diego County on 8-25 19 88, and assigned File No. 88055855

(4) Signature of registrant: [signature]

ARTURO SANTANA-GALLEGO
(Printed Name of Person Signing and if a Corporate Officer, also State Title)

This statement was filed with the Recorder/County Clerk of San Diego County on date indicated by file stamp above.

NEW ASSIGNED NO. 92000474

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME

Form RCC 233 (Rev. 12/91)

EXHIBIT 7 PAGE 1 OF 1

P 0002

EXHIBIT 8

PLEASE PRINT OR TYPE FIRMLY. YOU ARE MAKING MULTIPLE COPIES.

ANNETTE J. EVANS
RECORDER/COUNTY CLERK
P.O. Box 1750
San Diego, California 92112-4147
(619) 531-5210

3651960

This Space For Use of County Clerk

FILED
Annette J. Evans, Clerk
JAN 09 1992
BY _____ DEPUTY

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE
$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT
$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANA'S MEXICAN FOOD
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1480 ROSECRANS ST.
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)
IN: SAN DIEGO, CA 92106
(City and Zip)

IS [ARE] HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 ABELARDO SANTANA-LEE
(Full Name — Type/Print)
5810 RILEY ST.
(Residence address if not incorporated)
(State of incorporation if incorporated)
SAN DIEGO, CA 92110
(City and Zip)

#2 CLAUDIA VALLARTA-SANTANA
(Full Name — Type/Print)
5810 RILEY ST.
(Residence address if not incorporated)
(State of incorporation if incorporated)
SAN DIEGO, CA 92110
(City and Zip)

#3
(Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

#4
(Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

(4) This business is conducted by: ☐ an Individual ☒ Individuals — Husband and Wife ☐ a General Partnership ☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☒ Co-Partners ☐ a Joint Venture ☐ an Unincorporated Association — other than a Partnership ☐ Other (Specify) _____

(5) THE REGISTRANT COMMENCED THE TRANSACTION OF BUSINESS ON: JAN 1, 1992

SIGNATURE OF REGISTRANT: C. Vallarta Santana
CLAUDIA VALLARTA-SANTANA
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH ANNETTE J. EVANS, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO.

JAN 09 1997

ASSIGNED FILE NO. 92004775

EXHIBIT 8 PAGE 1 OF 2

SG00002

File No: 92 00475

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO
CERTIFICATE OF PUBLICATION

SANTANA'S MEXICAN FOOD
Clavdia Vallarta-Santana
1480 Rosecrans St.
San Diego, CA 92106-

FEB 14 1992

Affidavit of Publication
Heartland News Legal Transcript
10010 Campo Rd. (P.O. Box 188)
Spring Valley, CA 92077
(619) 670-6194

I, Paul D. Clark hereby certify that The Heartland News is weekly newspaper of general circulation within the provision of the Government Code of the State of California, printed an published in The County of San Diego, State of California, an the

FICTITIOUS BUSINESS NAME STATEMENT

FICTITIOUS BUSINESS
NAME STATEMENT
File No. 92 00475
The name of the business: SANTANA'S MEXICAN FOOD , located at: 1480 Rosecrans St., San Diego, CA 92106-, , Is (are) hereby registered by the following owner(s): Abelardo Santana-Lee 5801 Riley St. San Diego CA 92110- Clavdia Vallarta-Santana 5810 Riley St. San Diego CA 92110- This business conducted by: Individuals-Husband and Wife. The registrant commenced the transaction of business on 1/1/92. s/s: Clavdia Vallarta-Santana ; This statement was filed with Annette J. Evans, County Clerk of San Diego County on Jan. 9, 1992. Jan. 23, 20, Feb. 6, 13, 1992.

to which this certificate is annexed is a true and correct cop published in said newspaper on

Jan. 23, 20, Feb. 6, 13, 1992

I certify under penalty of perjury that the foregoing i true and correct, at Spring Valley, California, on

Feb. 13, 1992

Paul D Clark

Signature

File No: 92 00475

EXHIBIT 8 PAGE 2 OF 2

SG00003

EXHIBIT 9

September 10, 2003

NEO • DESIGN

To whom it may concern:

In early 1993 I helped my friend Claudia Santana in creating the current logo she uses in all her restaurants with the design: "Santanas Mexican Food/ Grill" ...es muy bueno!!! HOME OF FAMOUS CALIFORNIA BURRITO. At that time I also created for her a "character" that she currently uses as a seal for the GIFT CERTIFICATES.

There are several different forms that the logo was applied in, examples are: t-shirts, hats, paper bags, plates, business cards, cups, pens, menus, kids meals, etc. My company helped her until 1997. At this time Claudia bought her own designing program ADOBE ILLUSTRATOR so she could do all the designs on her own. Since she is my friend, I never charged her for any of my services and I suppose that is the reason why she bought the required program to access all her files. She has been doing all the advertising and changes to her logo since then.

If you need further assistance you can call me at (858) 459.2424 or, (858) 663.9900

Sincerely,

Maite B. Agahnia.

3604 Fourth Avenue
Suite No. 7
San Diego • CA
92103
Ph/ 619.491.0477
Fx/ 619.491.0467

EXHIBIT 10

COMBINATION PLATES

(WITH RICE, BEANS & CHIPS)
(PLEASE ORDER BY NUMBER)

1 CARNE ASADA $5.50
GRILLED CHICKEN
ACHIOTE CHICHEN
ACHIOTE FISH
CARNITAS

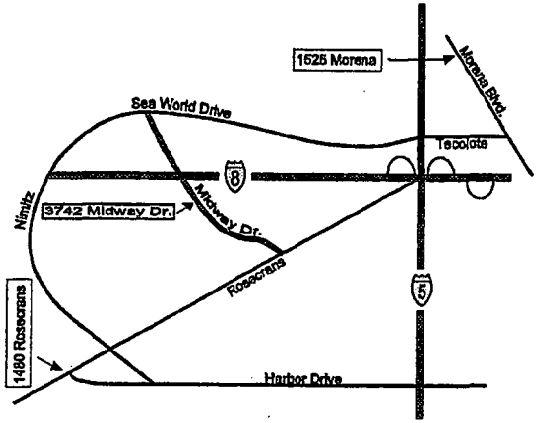
3 CORN OR 2 FLOUR TORTILLAS

2 ORDER OF 2 TACOS $5.50
CARNE ASADA
BEEF
ACHIOTE CHICKEN
GRILLED CHICKEN
CARNITAS

3 4 BEEF ROLLED TACOS $4.25
3 CHICKEN FLAUTAS

4 ORDER OF 1 BURRITO $4.50
CARNE ASADA
GRILLED CHICKEN
ACHIOTE CHICKEN
CARNITAS
CALIFORNIA CARNE
CALIFORNIA ACHIOTE CHICKEN
CALIFORNIA GRILLED CHICKEN
CALIFORNIA ACHIOTE FISH
CALIFORNIA CARNITAS

ALL ITEMS INCLUDE TAX



SANTANAS

THANKS TO YOU WE HAVE BEEN SERVING YOU IN SAN DIEGO SINCE 1987. WE BELIEVE THAT FRESHER IS BETTER THAT IS WHY OUR FOOD IS PREPARED EVERY DAY IN OUR PREMISES AND OUR TORTILLAS, MEAT, POULTRY AND PRODUCE ARE DELIVERED DAILY. WE USE 100% CORN OIL AND NO PRESERVATIVES. WE THANK YOU AGAIN FOR THE OPPORTUNITY OF LETTING US SERVE YOU AND TO YOU THAT HAVENT TRIED OUR FOOD WE DARE YOU TO DO SO!!! WE ALSO OFFER FREQUENT EATER CARDS, ATM MACHINE, A FRESH SALSA BAR WHEN YOU DINE-IN AT ALL OUR LOCATIONS AND FOR YOUR CONVINIENCE WE ARE

OPEN 24 HOURS

SANTANA'S MEXICAN FOOD®

... Es Muy Bueno

HOME OF FAMOUS CALIFORNIA BURRITO

1480 ROSECRANS ST.
SAN DIEGO, CA 92106
(619) 226-2033

1525 MORENA BLVD.
SAN DIEGO, CA 92110
(619) 276-6010

3742 MIDWAY DR.
SAN DIEGO, CA 92110
(619)523-9517

580 S. PACIFIC STREET
SAN MARCOS, CA 92069
(760) 736-4648

NOW OPEN

719 W. WASHINGTON ST.
SAN DIEGO, CA 92103

OPENING SOON

2303 GARNET AVE.
PACIFIC BEACH

WWW.SANTANASMEXICANFOOD.COM

EXHIBIT 10 PAGE 1 OF 10

SG00241

BURRITOS

1 LB.CALIFORNIA BURRITO
WITH POTATOES, SALSA, CHEDDAR, CARNE ASADA * ACHIOTE CHICKEN OR ACHIOTE FISH $3.75
CARNE ASADA * GRILLED CHICKEN WITH SALSA AND GUACAMOLE $3.75
ACHIOTE CHICKEN $3.75

1 LB. VEGGIE BURRITO
WITH YOUR CHOICE OF ANY FOUR ITEMS: BEANS* RICE*LETTUCE*POTATOES*GUACAMOLE MEXICAN SALSA*CHEESE*SOUR CREAM OR GRILLED MUSHROOMS $3.50
CARNITAS BURRITO $3.75
CHICKEN CHIMICHANGA $5.00
SHRIMP BURRITO $4.50

CHIPS

PLAIN $0.75
CARNE ASADA CHIPS OR FRIES WITH ENCHILADO & CHEEDAR CHEESE, GUACAMOLE,SOUR CREAM, MEXICAN SALSA, BEANS & CARNE ASADA OR ACHIOTE CHICKEN
1/2 ORDER $3.75 FULL ORDER $5.75

TACOS

CARNE ASADA*BEEF TACO* GRILLED OR ACHIOTE CHICKEN*CARNITAS $2.00
4 BEEF ROLLED TACOS WITH CHEESE $1.80
WITH GUACAMOLE AND CHEESE $2.50
3 CHICKEN FLAUTAS WITH CHEESE $2.00
WITH GUACAMOLE AND CHEESE $2.50

TORTAS

(WITH LETTUCE AND GUACAMOLE)

CARNE ASADA* ACHIOTE CHICKEN $3.50

QUESADILLAS

TECATE ACHIOTE CHICKEN OR CARNE ASADA JACK CHEESE, SOUR CREAM & GUACAMOLE $5.25
QUESOMUSH ACHIOTE CHICKEN OR CARNE ASADA, JACK CHEESE AND MUSHROOMS $5.25
VALLARTA GRILLED CHICKEN OR CARNE ASADA, JACK CHEESE, BEANS AND MEXICAN SALSA $5.25
CHEEDAR $2.75

BREAKFAST

5 A.M-10:30 A.M.

CHORIZO OR MACHACA BURRITO $3.50
BUENOS DIAS BURRITO 2 EGGS, POTATOES, BACON, MEXICAN SALSA AND CHEESE $3.50
PANCHO BURRITO 2 EGGS, HAM, POTATOES AND CHEESE $3.50
BREAKFAST TORTA YOUR CHOICE $3.50

EXTRAS

(ONLY INSIDE YOUR ORDER)

RICE * BEANS * SOUR CREAM * CHEESE * MEXICAN SALSA * LETTUCE $0.50
GUACAMOLE OR GRILLED MUSHROOMS $0.70

TOSTADAS

(WITH BEANS, SOUR CREAM,ENCHILADO & CHDR CHEESE & LETTUCE)

BEANS "CHICKEN"CARNE ASADA $2.50

SIDES

BEANS * RICE *SOUR CREAM MEXICAN SALSA 8OZ $1.50

GUACAMOLE"CHEESE" CARNE ASADA"ACHIOTE OR GRILLED CHICKEN 8OZ $3.00

DRINKS

FRESH LEMONADE "HORCHATA" JAMAICA "TAMARINDO"GUAVA"PINA" PEPSI "DIET PEPSI" MOUNTAIN DEW" DR PEPPER *
ORANGE SLICE 24 OZ $1.30
32 OZ $1.90

BOTTLED WATER"
8oz MILK * 8ozORANGE JUICE $1.00

DESSERT

VANILLA FLAN(CUSTARD) $1.75

EXHIBIT 10 PAGE 2 OF 10 SG00242

SANTANA'S MEXICAN FOOD

... Es Muy Bueno

HOME OF FAMOUS CALIFORNIA BURRITO

BURRITOS

1 LB. CALIFORNIA BURRITO WITH POTATOES, SALSA, CHEDDAR, CARNE ASADA ACHIOTE CHICKEN OR ACHIOTE FISH — $3.75

CARNE ASADA* GRILLED CHICKEN WITH SALSA AND GUACAMOLE — $3.75

ACHIOTE CHICKEN — $3.75

LB. VEGGIE BURRITO WITH YOUR CHOICE OF ANY FOUR ITEMS: BEANS, RICE, LETTUCE, POTATOES, CABBAGE, MEXICAN SALSA, CHEESE, SOUR CREAM OR GRILLED MUSHROOMS — $3.75

CARNITAS BURRITO — $3.50

CHICKEN CHIMICHANGA — $3.75

SHRIMP BURRITO — $5.00

CHIPS

PLAIN — $4.50

CARNE ASADA CHIPS OR FRIES WITH ENCHILADO & CHEDDAR CHEESE, GUACAMOLE, SOUR CREAM, MEXICAN SALSA, BEANS & CARNE ASADA OR ACHIOTE CHICKEN — $0.75

1/2 ORDER $3.75 FULL ORDER $5.75

TACOS

CARNE ASADA, BEEF TACO, GRILLED OR ACHIOTE CHICKEN CARNITAS — $2.00

4 BEEF ROLLED TACOS WITH CHEESE — $1.80

WITH GUACAMOLE AND CHEESE — $2.50

3 CHICKEN FLAUTAS WITH CHEESE — $2.00

WITH GUACAMOLE AND CHEESE — $2.50

COMBINATION PLATES (WITH RICE, BEANS & CHIPS)

(PLEASE ORDER BY NUMBER & LETTER)

1A) CARNE ASADA — 1B) GRILLED CHICKEN
1C) ACHIOTE CHICKEN — 1D) ACHIOTE FISH
3 CORN OR 2 FLOUR TORTILLAS — $5.50

2) ORDER OF 2 TACOS — 2A) CARNE ASADA
2B) BEEF — 2C) ACHIOTE CHICKEN
2D) GRILLED CHICKEN — $5.50

3A) 4 BEEF ROLLED TACOS
3B) 3 CHICKEN FLAUTAS — $4.25

4) ORDER OF 1 BURRITO — 4A) CARNE ASADA
4B) GRILLED CHICKEN — 4C) ACHIOTE CHICKEN
4D) CALIFORNIA CHICKEN — 4E) CALIFORNIA CARNE — $4.50

TORTAS (WITH LETTUCE AND GUACAMOLE)

CARNE ASADA, ACHIOTE CHICKEN — $3.50

QUESADILLAS

TECATE ACHIOTE CHICKEN OR CARNE ASADA, JACK CHEESE, SOUR CREAM & GUACAMOLE — $5.25

QUESOMUSH ACHIOTE CHICKEN OR CARNE ASADA, JACK CHEESE AND MUSHROOMS — $5.25

VALLARTA GRILLED CHICKEN OR CARNE ASADA, JACK CHEESE, BEANS AND MEXICAN SALSA — $5.25

CHEDDAR — $2.75

BREAKFAST

5 A.M - 10:30 A.M.

CHORIZO OR MACHACA BURRITO — $3.50

BUENOS DIAS BURRITO 2 EGGS, POTATOES, BACON, MEXICAN SALSA AND CHEESE — $3.50

PANCHO BURRITO 2 EGGS, HAM, POTATOES AND CHEESE — $3.50

BREAKFAST TORTA YOUR CHOICE — $3.50

EXTRAS

ONLY INSIDE YOUR ORDER

RICE, BEANS, SOUR CREAM, CHEESE, MEXICAN SALSA, LETTUCE — $0.50

GUACAMOLE OR GRILLED MUSHROOMS — $0.70

TOSTADAS

(WITH BEANS, SOUR CREAM, ENCHILADO & CHDR CHEESE & LETTUCE)

BEANS, CHICKEN, CARNE ASADA — $2.50

SIDES

BEANS, RICE, SOUR CREAM — 8 OZ. $1.50

MEXICAN SALSA
GUACAMOLE, CHEESE
CARNE ASADA, ACHIOTE OR GRILLED CHICKEN — 8 OZ. $3.00

DRINKS

FRESH LEMONADE, HORCHATA, JAMAICA, TAMARINDO, GUAVA, PINA, COKE, PEPSI, DIET PEPSI, MOUNTAIN DEW, SIERRA MIST, ORANGE SLICE 24 OZ. $1.50 — 32 Oz. $2.25

BOTTLED WATER — $1.00

8 OZ. MILK, 6 OZ. ORANGE JUICE — $1.00

DESSERT

VANILLA FLAN (CUSTARD) — $1.75

1480 ROSECRANS ST.
SAN DIEGO, CA 92106
(619) 226-2033

3742 MIDWAY DR.
SAN DIEGO, CA 92110
(619) 523-9517

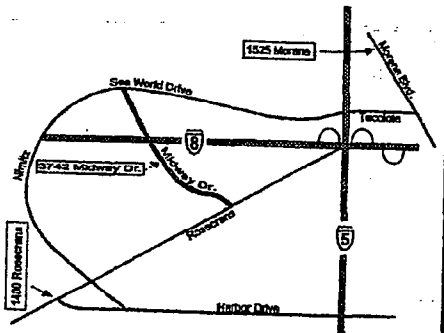
580 S. PACIFIC STREET
SAN MARCOS, CA 92069
(760) 736-4648

OPENING SOON
2303 GARNET AVE.
PACIFIC BEACH
719 WASHINGTON ST.
HILLCREST

1525 MORENA BLVD.
SAN DIEGO, CA 92110
(619) 276-6010

THANKS TO YOUR WE HAVE BEEN SERVING YOU IN SAN DIEGO SINCE 1987. WE BELIEVE THAT FRESHER IS BETTER THAT IS WHY OUR FOOD IS PREPARED EVERY DAY IN OUR PREMISES AND OUR TORTILLAS, MEAT, POULTRY AND PRODUCE ARE DELIVERED DAILY. WE USE 100% CORN OIL AND NO PRESERVATIVES. WE THANK YOU AGAIN FOR THE OPPORTUNITY OF LETTING US SERVE YOU AND TO YOU THAT HAVEN'T TRIED OUR FOOD WE DARE YOU TO SO!!! WE ALSO OFFER FREQUENT EATER CARDS, ATM MACHINE, A FRESH SALSA BAR WHEN YOU DINE-IN AT ALL OUR LOCATIONS AND FOR YOUR CONVENIENCE WE ARE

OPEN 24 HOURS



SANTANAS

WWW.SANTANASMEXICANFOOD.COM

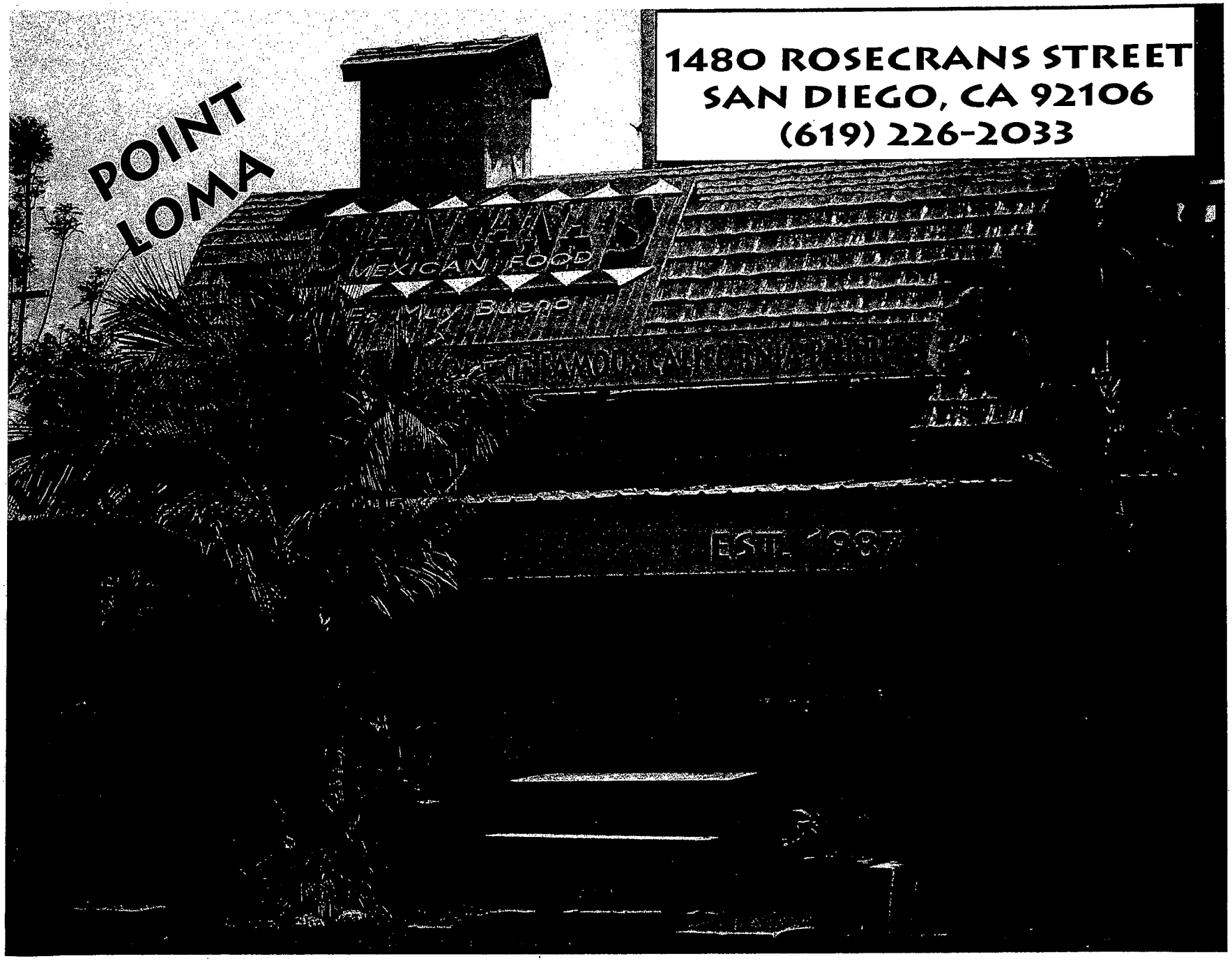
ALL ITEMS INCLUDE TAX

PRICES SUBJECT TO CHANGE

EXHIBIT 10 PAGE 3 OF 10

— Trade Secret / Commercially Sensitive – Material

SG00353



1480 ROSECRANS STREET
SAN DIEGO, CA 92106
(619) 226-2033

SG00253

EXHIBIT 10 PAGE 4 OF 10

Yellow Book USA™ Formerly NDC Yellow Pages

This is a proof of your ad that will appear in the directory indicated below

PLEASE CHECK FOR ACCURACY:

- ✓ NAME
- ✓ TELEPHONE NUMBER
- ✓ ADDRESS
- ✓ YELLOW PAGES HEADING
- ✓ COPY CONTENT
- ✓ NO SIZE OR COLOR CHANGE

This Proof Must Be Returned Within 5 Days To:

Yellow Book USA/NDC
2552 WALNUT AVE, TUSTIN, CA 92780 ATTN: PUBLISHING DEPARTMENT
or fax to: (714) 505-8696

☐ **AD APPROVED** **Signed** _____ **Date:** _____
I understand that per my signature, this display advertisement will appear as specified on this final, unchanged pro

☒ **REVISIONS REQUIRED** **Signed** [signature] **Date:** 8-15
I understand that per my signature, this display advertising will be revised as I have indicated on this proof and I wi not receive a revised proof.

Certain ads appearing in 4-column books will appear at approx. 85% of siz shown. Ads appearing in 3-column books and all Full Page/Half Page/Trip Quarter Page ads will appear at 100% of size shown.

PLEASE NOTE: In the event this proof is NOT returned, the advertisement will be published as shown.

-Yellow Book USA/NDC uses industry standard telephone directory grade paper that is different in texture and composition from the paper used to print your advertising proof below. The publisher cannot guarantee nor warrant the advertising quality shown below can be duplicated when printed on standard telephone directory grade paper.-

SANTANA'S MEXICAN FOOD

HOME OF FAMOUS CALIFORNIA BURRITO

... Es Muy Bueno

Dine-In or Take-Out

1480 ROSECRANS ST. (619) 226-2033
1525 MORENA BLVD. (619) 276-6010
3742 MIDWAY DR. (619) 523-9517

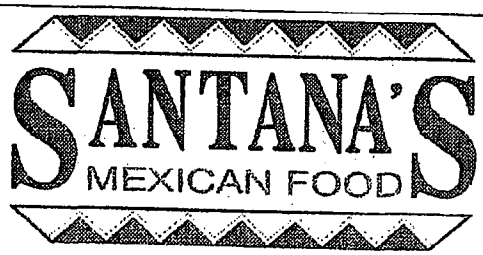
OPEN 24 HOURS www.SantanasMexicanFood.com

366255 - San Diego
2QC 8/6/2003 2:41:51 PM-1
Santana's Mexican Food
479111 Proof processed: 08/08/2003 15:58:10
5852 Box Canyon Rd LaJolla, CA 92037-7405 858 551-2033
SDM11918A1
RESTAURANTS

Santana's Mexican Food
5852 Box Canyon Rd
LaJolla, CA 92037-7405

EXHIBIT 10 PAGE 5 OF 10

1996



... Es Muy Bueno

24 HRS

1480 ROSECRANS ST.
SAN DIEGO CA. 92106
226-2033

1525 MORENA BLVD.
SAN DIEGO CA. 92110
276-6010

Santana's Mexican Food Restaurant is offering "FOOD CERTIFICATES" so you can give as incentives and motivators to your employees. It's a fact that the better you treat your employees the more efficient they will be, so now you can give this incentive to your employees and at the same time save some money.

Right now we have certificates that are worth $5 dollars. This certificates have no cash value. The employee can purchase anything in both our locations. We will supply you with every certificate, a menu that shows everything that we have, our addresses,phone numbers and map showing both Locations.

Below is a price chart based on quantity of certificates that you purchase, the more you buy, the more you save.

Certificates	Value	You Pay	You Save
25	$ 125.00	$ 112.50	10%
50	$ 250.00	$ 220.00	12%
100	$ 500.00	$ 425.00	15%
200	$ 1,000.00	$ 800.00	20%

To order please call 276-2628 you can ask for Claudia or Miguel, or leave your message and we will return your call as soon as possible.

CUSTOMER [illegible]	JOB 23300
X SIGNAGE	PRINT
	RANDOM SPOT
	COLOR
	COLOR
	ARTIST
	DATE November 1[illegible] 1998
	CORP. NO.
	ALPHA CODE

✓ Artwork is APPROVED.

( ) Artwork is NOT APPROVED, corrections will be made as noted.

SIGNATURE [signature] DATE 11-24-98

EXHIBIT 10 PAGE 7 OF 10

SANTANA'S
MEXICAN FOOD

... Es Muy Bueno

FUN MEAL

EXHIBIT 10 PAGE 8 OF 10

SG00229

Calendar

RESTAURANTS

fleehouses, decorated to look like a study and frequented by students. Immaculate and offers sandwiches, soups, salads, a variety of drinks, and excellent desserts. Open 8:00 a.m. to midnight daily.

WRAPPS RESTAURANT 1731 University Avenue (near Park Boulevard), 298-7651. If you're searching for "something different," try this small café that prepares food from the Republic of Georgia, in southeastern Europe. The cuisine is spicy and relies on walnuts and pepper. Wrapps serves many items in a wrap of soft *lavash* bread, and that includes stews or vegetarian dishes. Russian dishes also available, and these include stuffed cabbage, beef stew with dumplings, lamb with potatoes, and *shashlik*. Georgian entrees include beef, lamb, Cornish hen. Very clean premises, good service, unusual food. Closed Sunday. Open Monday through Saturday for lunch and dinner. Low.

DOWNTOWN

ANTHONY'S FISH GROTTO 1360 South Harbor Drive (at Ash Street), 232-[illegible]. For its fresh seafood, its fish and chips, and its daily fresh fish specials, Anthony's still goes to the head of the class for stability of product, good-sized portions, time-honored preparation, and low cost. Try the squid "[illegible]" for a light meal. Open daily, lunch through dinner. Reservations not accepted. Moderate.

ASTI RISTORANTE 728 Fifth Avenue (near G Street), Gaslamp Quarter, 232-8844. The room is very attractive and an open hearth for wood-fired pizzas adds to the festivities. First courses, such as polenta, salads with filet mignon, salads with seafood, are first-rate. However, the same meat-porcini mushroom sauce is used on pastas and on chicken. Read the menu carefully so you don't sweat over spices. In addition to red beans and rice and seafood gumbo, you'll love the chicken cordon bleu, duck esplanade, trout, smoked pork chops with jalapeño cornbread stuffing, crawfish etouffée, and bread pudding. Sunday champagne brunch, fixed-price for $12.95, includes beignets. Mardi gras dinners, Monday nights only, include soup, salad, entree, dessert, for $12.95. You'll save your self a trip to New Orleans by dining here. Open for lunch Wednesday through Sunday 11:30 a.m. to 3:00 p.m.; brunch Sunday; dinners nightly. Moderate.

BRAVO BISTRO 895 Fourth Avenue, 239-[illegible]. Mediterranean specialties from Portugal, Spain, France, and Italy are featured here. For unusual fare, try chicken sardinia, prepared with spinach, goat cheese, and pine nuts, lamb loin over cous-cous with ratatouille, Portuguese pork with clams in a paprika-garlic sauce, two different risotto, cassoulet and caraplan, which is a seafood stew served over saffron rice. Very pleasant food and atmosphere. Small outdoor seating area available. Open for dinner Wednesday through Sunday. Low to expensive.

DAKOTA GRILL AND SPIRITS 901 Fourth Avenue, [illegible]

here. The restaurant is a smoke-free; you may dine up look down on Fifth Avenue, dine at street level. A simple satisfying meal consists of soup plus Caesar salad. And look the roasted garlic pizza topped with Gorgonzola cheese onions, and a whole bulb of garlic. It's very rich, but a course. Open daily, lunch through Friday; dinner nightly weekdays from 2:30 p.m. to Low to upper moderate. Sports Club 66, downstairs.

DOBSON'S 956 Broadway, 231-6774. Best bets here remain nature soup, mussel bouque w the nightly fresh fish entrees, of lamb. Monday through fixed-price meal for $[illegible] soup, salad, choice of one of trees, dessert. [illegible] preferable. Excellent service. Sunday, Lunch, Monday through dinner, Monday through [illegible] late hours on the weekends expensive.

HARBOR HOUSE [illegible] Drive, seaport village, [illegible] waterfront building, [illegible] harbor are major [illegible] seafood predominate on the [illegible] and steak are also available. [illegible] room seats 250, so don't [illegible] Preparations are [illegible] for [illegible] as first, [illegible] Sunday [illegible] 4:30 p.m. Monday [illegible]

LA PIAZZA [illegible] Avenue, [illegible] because of its [illegible] and [illegible] as well as [illegible] The menu [illegible] salads, [illegible] desserts, and [illegible] ambience and charming [illegible] Monday through [illegible] to one night. [illegible] 5:30 p.m. to midnight.

MISTER A's [illegible] 299-[illegible]. The views of the [illegible] city are dazzling, as are [illegible] waiters and the entire [illegible] young. It's high energy [illegible] from [illegible] down, lunch Monday through [illegible] Dinner nightly. Good seafood served [illegible] 11:00 p.m. to midnight [illegible] Sunday. Dancing and [illegible] Moderate.

RI'S RIPTIDE BREWERY [illegible] Avenue, [illegible] arms between [illegible] is a dollar and one of the [illegible] $4.00. Other appetizers are [illegible] brewery with its stainless steel [illegible] and copper [illegible] as a backdrop to this [illegible] menu [illegible] the best bets here are the [illegible] burgers and [illegible] Monday through Saturday [illegible] 11:00 p.m. on Sunday [illegible] the [illegible] to moderate.

SALLY'S Hyatt Regency, [illegible] Place, [illegible] talented chef [illegible] ingredients and seasonal [illegible] especially [illegible] provinciales, [illegible] shrimp. The dining room [illegible] southwest [illegible] [illegible] Moderate.

Welcome to Entertainment® '98

The following are your coupons as they appear in our publications:

Publications may include Gold C®, Entertainment® Ultimate, Entertainment® Values and Dinner On Us Club℠

entertainment '98

ONE MENU ITEM

SANTANA'S MEXICAN FOOD

Cordially invites you to enjoy one complimentary MENU ITEM when a second MENU ITEM of equal or greater value is purchased.

valid anytime

B93

valid thru november 1, 1998

entertainment '98

ONE MENU ITEM

SANTANA'S MEXICAN FOOD

Cordially invites you to enjoy one complimentary MENU ITEM when a second MENU ITEM of equal or greater value is purchased.

valid anytime

A46

valid thru september 30, 1998

entertainment '98

ONE CALIFORNIA BURRITO

SANTANA'S MEXICAN FOOD

Cordially invites you to enjoy one complimentary CALIFORNIA BURRITO when a second CALIFORNIA BURRITO of equal or greater value is purchased.

valid anytime

B95

valid thru november 1, 1998

EXHIBIT 10 PAGE 10 OF 10

EXHIBIT 11

#7

SANT.002T

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Santana's Grill, Inc.
Reg. No.	:	2,682,978
Registered	:	February 4, 2003
Mark	:	SANTANA'S MEXICAN FOOD ... ES MUY BUENO Etc. and Design
Law Office	:	106

REQUEST FOR CORRECTED REGISTRATION CERTIFICATE DUE TO ERROR BY REGISTRANT UNDER 37 C.F.R. § 2.175

BOX POST REG FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Dear Sir:

The Registrant in the above-identified Registration hereby states that the certificate of registration for this mark contains an error that occurred in good faith and through the fault of Registrant, and therefore requests issuance of a Certificate of Correction pursuant to Section 7(h) of the Trademark Act of July 5, 1946, as amended.

The date of first use of the mark and the date of first use of the mark in commerce originally provided in Application Serial No. 76/345,542 were the dates the Applicant first used the words "Santana's Mexican Food" in conjunction with its services. The mark for which registration was applied, combining these words with design elements, was not developed and used until about 1993. Therefore, while the Applicant used the words alone prior to 1993, the date of first use of the above-referenced composite mark is on or before 1993 and the date of first

/07/2003 TSMITH 00000029 2682978

FC:6212 100.00 OP

use in commerce is on or before 1993. This error arose in good faith as the Applicant for this mark provided the dates of use for the words alone and not for the composite mark that was registered.

The original certificate of registration is enclosed herewith for endorsement of the correction. The fee of $100 required by Rule 2.6(a)(9) is submitted herewith.

Mark : SANTANA'S MEXICAN FOOD ... ES MUY BUENO Etc. and Design
Reg. No. : 2,682,978

Declaration Under 37 C.F.R. § 2.20

I, Claudia Santana, declare that I am Vice President of Santana's Grill, Inc. and am authorized to make this declaration on its behalf; that I executed the application filed as Serial No. 76/345,542 on November 27, 2001, which matured into the registration now sought to be corrected; that the term "Santana's Mexican Food" has been in use in conjunction with restaurant service since as early as 1988, in accordance with the original application; that the mark registered and incorporating this term was not used or used in commerce until about 1993; that I misunderstood what date was to be provided in the application and mistakenly believed it was the date of use or use in commerce of the words "Santana's Mexican Food"; that the attorney who prepared Application Serial No. 76/345,542 did not provide legal representation of the Registrant Corporation until 2001 and therefore relied on information I provided relating to the dates of first use and first use in commerce; that this error occurred without any intent to deceive the U.S. Patent and Trademark Office or the public when the dates of use and use in commerce were provided and when Application Serial No. 76/345,542 was executed.

I declare further that all statements made herein of my own knowledge and belief are believed to be true and the these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this document and the registration to which it relates.

SANTANA'S GRILL, INC.

Dated: 10-20-03

By: [signature]

Name: CLAUDIA V. SANTANA

Title: Vice President

S:\DOCS\JZB\JZB-3109.DOC 102003

EXHIBIT 12

(FILED SEPARATELY UNDER SEAL)

EXHIBIT 13

CB COMMERCIAL

GUARANTY OF LEASE

COMMERCIAL REAL ESTATE GROUP, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

This Guaranty of Lease (the "Guaranty") is attached to and made part of that certain real estate Lease (the "Lease") dated November 21, 1997, between Lear Investments, a California General Partnership, as Landlord, and Arturo L. Santana, as Tenant, covering the Property commonly known as 411 Broadway, El Cajon, Californ The Lear Center. The terms used in this Guaranty shall have the same definitions as set forth in the Lease. In order to induce Landlord to enter into the Lease with Tenant, Abelardo Santana and Claudia V. De Santana ("Guarantors"), have agreed to execute and deliver this Guaranty to Landlord. Each Guarantor acknowledges that Landlord would not enter into the Lease if each Guarantor did not execute and deliver this Guaranty to Landlord.

1. **Guaranty.** In consideration of the execution of the Lease by Landlord and as a material inducement to Landlord to execute the Lease, each Guarantor hereby irrevocably, unconditionally, jointly and severally guarantees the full, timely and complete (a) payment of all rent and other sums payable by Tenant to Landlord under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Tenant.

2. **Landlord's Rights.** Landlord may perform any of the following acts at any time during the Lease Term, without notice to or assent of any Guarantor and without in any way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Property, or this Guaranty, (d) consent to any transfer or assignment of Tenant's or any future tenant's interest under the Lease, (e) release one or more Guarantor, or amend or modify this Guaranty with respect to any Guarantor, without releasing or discharging any other Guarantor from any of such Guarantor's obligations or liabilities under this Guaranty, (f) take and hold security for the payment of this Guaranty and exchange, enforce, waive and release any such security, (g) apply such security and direct the order or manner of sale thereof as Landlord, in its sole discretion, deems appropriate, and (h) foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the indebtedness has been paid.

3. **Tenant's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or any Guarantor to enforce any of Landlord's rights or remedies against Tenant or any Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or any Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

4. **Guarantor's Waivers.** Each Guarantor hereby waives (a) presentment, demand for payment and protest of non-performance under the Lease, (b) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord, (c) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise, or against any other Guarantor, (d) any right to require Landlord to proceed against any security held from Tenant or any other party, (e) any right of subrogation and (f) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantors against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any part payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor.

5. **Separate and Distinct Obligations.** Each Guarantor acknowledges and agrees that such Guarantor's obligations to Landlord under this Guaranty are separate and distinct from Tenant's obligations to Landlord under the Lease. The occurrence of any of the following events shall not have any effect whatsoever on any Guarantor's obligations to Landlord hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Tenant of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended or replaced, or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by tenant to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of Tenant or for any substantial part of its property, (c) any assignment by Tenant for the benefit of creditors, (d) the failure of Tenant generally to pay its debts as such debts become due, (e) the taking of corporate action by Tenant in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under the Bankruptcy Laws, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days. The liability of Guarantors under this Guaranty is not and shall not be affected or impaired by any payment made to Landlord under or related to the Lease for which Landlord is required to reimburse Tenant pursuant to any court order or in settlement of any dispute, controversy or litigation in any bankruptcy, reorganization, arrangement, moratorium or other federal or state debtor relief proceeding. If, during any such proceeding, the Lease is assumed by Tenant or any trustee, or thereafter assigned by Tenant or any trustee to a third party, this Guaranty shall remain in full force and effect with respect to the full

Initials ASL
EVS

Form No. 5452 Rev 4/91

SG00062

performance of Tenant, any s[illegible] trustee or any such third party's obligations under th[illegible]ase. If the Lease is terminated or rejected during any such proceeding, or if any of the events described in Subparagraphs (a) through (f) of this Paragraph 5 occur, *as between Landlord and each Guarantor*, Landlord shall have the right to accelerate all of Tenant's obligations under the Lease and each Guarantor's obligations under this Guaranty. In such event, all such obligations shall become immediately due and payable by Guarantors to Landlord. Guarantors waive any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant.

6. **Subordination.** All existing and future advances by Guarantor to Tenant, and all existing and future debts of Tenant to any Guarantor, shall be subordinated to all obligations owed to Landlord under the Lease and this Guaranty.

7. **Successors and Assigns.** This Guaranty binds each Guarantor's personal representatives, successors and assigns.

8. **Encumbrances.** If Landlord's interest in the Property or the Lease, or the rents, issues or profits therefrom, are subject to any deed of trust, mortgage or assignment for security, any Guarantor's acquisition of Landlord's interest in the Property or Lease shall not affect any of Guarantor's obligations under this Guaranty. In such event, this Guaranty shall nevertheless continue in full force and effect for the benefit of any mortgagee, beneficiary, trustee or assignee or any purchaser at any sale by judicial foreclosure or under any private power of sale, and their successors and assigns. Any married Guarantor expressly agrees that Landlord has recourse against any Guarantor's separate property for all of such Guarantor's obligations hereunder.

9. **Guarantor's Duty.** Guarantors assume the responsibility to remain informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of Tenant's default, which reasonable inquiry would reveal, and agree that Landlord shall have no duty to advise Guarantors of information known to it regarding such condition or any such circumstance.

10. **Landlord's Reliance.** Landlord shall not be required to inquire into the powers of Tenant or the officers, employees, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

11. **Incorporation of Certain Lease Provisions.** Each Guarantor hereby represents and warrants to Landlord that such Guarantor has received a copy of the Lease, has read or had the opportunity to read the Lease, and understands the terms of the Lease. The provisions in the Lease relating to the execution of additional documents, legal proceedings by Landlord against Tenant, severability of the provisions of the Lease, interpretation of the Lease, notices, waivers, the applicable laws which govern the interpretation of the Lease and the authority of the Tenant to execute the Lease are incorporated herein in their entirety by this reference and made a part hereof. Any reference in those provisions to "Tenant" shall mean each Guarantor and any reference in those provisions to the "Lease" shall mean this Guaranty, except that (a) any notice which any Guarantor desires or is required to provide to Landlord shall be effective only if signed by all Guarantors and (b) any notice which Landlord desires or is required to provide to any Guarantor shall be sent to such Guarantor at such Guarantor's address indicated below, or if no address is indicated below, at the address for notices to be sent to Tenant under the Lease.

Signed on November 21, 1997, 19____

Abelardo Santana

2067 Cecelia Terrace

San Diego, Ca. 92110

Address

By: _____

Its: _____

Signed on November 21, 1997, 19____

Claudia V. De Santana

2067 Cecelia Terrace

San Diego, Ca. 92110

Address

By: _____

Its: _____

CONSULT YOUR ATTORNEY – This document has been prepared for approval by your attorney. No representation or recommendation is made by CB Commercial Real Estate Group, Inc. or the Southern California Chapter of the Society of Industrial Realtors,® Inc., or the agents or employees of either of them as to the legal sufficiency, legal effect, or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

Form No. 5452 Rev 4/91

EXHIBIT 14

RESTAURANT PACKAGE DECLARATIONS ☐ Super

MEMBER OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 Wilshire Blvd., Los Angeles, California 90010

Named Insured Mailing Address: ABELARDO & CLAUDIA SANTANA AND ARTURO SANTANA
DBA: SANTANAS MEXICAN GRILL
411 BROADWAY
EL CAJON CA. 92021

K353250 — Prematic Acc't. No.

Prod. Count

99-51-0376	60216-83-75
Agent	Policy Number

2. Insured Location same as mailing address unless otherwise stated:

The named insured is an individual unless otherwise stated: ☒ Partnership ☐ Corp. ☐ Other
Type of Business: RESTAURANT

3. Policy Period from 12/18/97 (Not prior to time applied for) to 12/18/98

at NOON Standard Time (12:01 AM in California, Oregon, Arkansas, Washington, Idaho, and Oklahoma.) This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we shall renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules, and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Mortgagee:

DO NOT PAY THE AMOUNT DUE
YOUR POLICY IS ON THE MONTHLY PAYMENT PLAN
[illegible] monthly statement from
PREMATIC SERVICE CORP.
[illegible] ADJUSTMENT WILL BE MADE [illegible] Please [illegible] Statement.

Loan #

$	2,726	Premium
$	10	Membership Fee
$	0	
$	2,736	◄ BALANCE DUE

attached at inception

56-5149	E0022	E4103	E4169	E4201
E4217	E4263	E6036	E6125	S9043

We provide insurance only for those coverages indicated by a specific limit or by an ☒

	COVERAGES	LIMITS OF INSURANCE	DEDUCTIBLE
SECTION I Property and Loss of Income	Building	$ 0	$250 applies unless a 2 below
	Business Personal Property	$ 80,000	☐ $500 ☒ $1000 ☐ $
	Loss of Earnings: ☒ 25% ☐ 33⅓% ☐ 16⅔% ☐ 8⅓%	$ 24,000	NONE
	Accounts Receivable	$ 5,000	Above deductible applies unless other option indicated: $
	Valuable Papers	$ 5,000	$
	☒ Building Glass (Blanket)	REPLACEMENT COST	$ 100
	☒ Outdoor Sign Coverage	$ 5,000	$ 100
	☐ Earthquake Coverage — Building:	0	☐ ___ % ☐ 5% ☐ 15%
	Business Personal Property:	0	of the applicable Ins. Limit
SECTION II Liability and Medical	Business Liability The completed operations and products hazards combined is an aggregate limit of liability for all occurrences during the policy period.	LIMITS OF LIABILITY EACH OCCURRENCE $ 1,000,000	$5,000 DEDUCTIBLE APPLIES TO ADVERTISING INJURY ONLY SEE POLICY
	Fire Legal Liability	$ 150,000	
	Medical Payments to Others $5,000 ea. person	$ 25,000	
	☐ Liquor Liability	$ 0	
SECTION III Crime		LIMITS OF INSURANCE	DEDUCTIBLE
	☐ Agreement I - Employee Dishonesty	$ 0	NONE
	Agreement II - Broad Form Money and Securities - Inside	$ 2,500	$100
	Agreement III - Broad Form Money and Securities - Outside	$ 2,500	
	Agreement IV - Medical Payments	each $ 500 person	NONE
	Agreement V - Depositors Forgery	$ 2,500	

See reverse side for Lender's Loss Payable Endorsement

1/19/98 IA Countersigned Allan Mendoza
Authorized Representative

151 F-95 141

EXHIBIT 14 PAGE 1 OF 3

ESTAURANT
CKAGE
ECLARATIONS

☐ TRUCK INSURANC[redacted]E ☐ MID-CENTURY INSURANCE C[redacted]KY [redacted] FARMERS INSURANCE EXCHANGE

MEMBER OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 Wilshire Blvd., Los Angeles, California 90010

Named Insured Mailing Address: ABELARDO & CLAUDIA SANTANA AND ARTURO SANTANA
DBA: SANTANAS MEXICAN GRILL

411 BROADWAY
EL CAJON CA. 92021

K353250

Prod. Count

Prematic Acc't. No.

Agent	Policy Number
99-51-0376	60216-83-75

12-98 Ex A-1

Insured Location same as mailing address unless otherwise stated:

he named insured is an individual unless otherwise stated. ☒ Partnership ☐ Corp. ☐ Other
ype of Business: RESTAURANT

Policy Period from: 12/18/97 (Not prior to date applied for) to 12/18/98

at NOON Standard Time (12:01 AM in California, Oregon, Arkansas, Washington, Idaho, and Oklahoma.) This policy will continue for successive policy periods as follows: at expiration of the initial insurance we shall renew this policy if you pay the required renewal premium for each successive policy period at the rates, premiums, rules, and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will expire.

Mortgagee

Loan #

Loan #

$ 2,726	Premium
10	Membership Fee
$ 0	
$ 2,736	◀ BALANCE DUE

Policy Forms and Endorsements attached at inception:

56-5149	E0022	E4103	E4169	E4201
E4217	E4263	E8036	E8125	S8043

e provide insurance on premises or locations indicated by a specific limit or by an ☒

	COVERAGES	LIMITS OF INSURANCE	DEDUCTIBLE
TION I	Building	$	$250 applies unless x'd below: ☐ $500 ☒ $1000 ☐ $
erty	Business Personal Property	$ 80,000	
	Loss of Earnings ☐ 50% ☐ 60% ☐ 75% ☐ 100%	$ 2,[illegible]	NONE
of	Accounts Receivable	$ 6,000	Above deductible applies unless other option indicated: $ ___ $ ___ $ 100 $ 100
ne	Valuable Papers	$ 6,000	
	☒ Building Glass (Blanket)	REPLACEMENT COST $ 6,000	
	☒ Outdoor Sign Coverage	$ 0	
	☐ Earthquake Coverage	$ 0	☐ ___ % ☐ 5% ☐ 15% of the applicable Ins. Limit
	Building: Business Personal Property		
TION II	Business Liability	LIMITS OF LIABILITY EACH OCCURRENCE	$5,000 DEDUCTIBLE APPLIES TO ADVERTISING INJURY ONLY SEE POLICY
bility	The completed operations and products hazards combined is an aggregate limit of liability for all occurrences during the policy period.	$ 1,000,000	
nd	Fire Legal Liability	$ 150,000	
dical	Medical Payments to Others $5,000 ea. person	$ 25,000	
	☐ Liquor Liability	$ 0	
TION III		LIMITS OF INSURANCE	DEDUCTIBLE
	☐ Agreement I - Employee Dishonesty	$ 0	NONE
	Agreement II - Broad Form Money and Securities - Inside	$ 2,500	$100
	Agreement III - Broad Form Money and Securities - Outside	$ 2,500	
ime	Agreement IV - Medical Payments	each $ 500 person	NONE
	Agreement V - Depositors Forgery	$ 2,500	

rerse side for Lender's
ayable Endorsement 1/18/98 IA Countersigned

4-94 151 AGENT'S COPY Authorized Representative F-95 141

EXHIBIT 14 PAGE 2 OF 3

SG00082

Attach to your policy with the same policy number shown on this endorsement.

Named Insured:	ABELARDO & CLAUDIA SANTANA AND ARTURO SANTANA		
DBA:	SANTANAS MEXICAN GRILL		
Mailing Address:	411 BROADWAY EL CAJON, CA 92021	Agent 99-51-0376	Policy N 60216
Location:	411 BROADWAY EL CAJON, CA 92021 (Same as above unless otherwise stated here)		
Effective Date:	12/18/97	Limit of Liability:	$1,000,000 each occ

Additional Insured Endorsement

(Special Sentinel)

In consideration of the premium we agree with you to the following:

1. The insurance provided by this policy for bodily injury liability and property damage liability under Co D - Business Liability insurance shall also apply to the additional insured named below, but only with resp to an occurrence arising out of the ownership, maintenance or use of that part of the insured location occupied by you.

2. This insurance does not apply to:
   (a) Any occurrence which takes place after you cease to occupy the insured location.
   (b) Any structure alterations, new construction or demolition operations performed by or for any additior insured named below.

3. The additional insured shall not be construed or deemed to be a subscriber to the Company issuing this

4. The additional insured shall not be or become liable for any premium payments due upon this policy.

5. If this policy is terminated for any reason we shall give 30 days notice in writing to the additional insured below.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

Additional Insured: LEAR INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP
455 BROADWAY
EL CAJON, CA 92021

Countersigned Allan Meadows
Authorized Representative

EXHIBIT 14 PAGE 3 OF 3

EXHIBIT 15

PLEASE PRINT OR TYPE FIRMLY. YOU ARE MAKING MULTIPLE COPIES.

GREGORY J. SMITH
RECORDER/COUNTY CLERK
1600 Pacific Highway, Room 260
P.O. Box 1750
San Diego, California 92112-4147
(619) 237-0502

FILED
#1997-032207
DEC 17 1997
09:43
GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: DEC 17 2002
DEPUTY: CORINNION

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE
$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT
$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

This Space For Use of County Clerk

THE NAME[S] OF THE BUSINESS[ES]:

(1) Santanas Mexican Grill
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 411 Broadway st.
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)

IN: El Cajon Ca. 92021
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 Arturo Santana
(Corporate or Owner's Full Name — Type/Print)

2067 Cecelia Terrace, San Diego 92110
(Residence address if not incorporated)
(State of Incorporation if incorporated)

(City and Zip)

#2
(Corporate or Owner's Full Name — Type/Print)

(Residence address if not incorporated)
(State of Incorporation if incorporated)

(City and Zip)

#3
(Corporate or Owner's Full Name — Type/Print)

(Residence address if not incorporated)
(State of Incorporation if incorporated)

(City and Zip)

#4
(Corporate or Owner's Full Name — Type/Print)

(Residence address if not incorporated)
(State of Incorporation if incorporated)

(City and Zip)

(4) This business is conducted by: ☒ an individual ☐ Individuals – Husband and Wife ☐ a General Partnership ☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture ☐ an Unincorporated Association – other than a Partnership ☐ Limited Liability Company ☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: December 17th 1997 A.S.L

SIGNATURE OF REGISTRANT: Arturo Santana

ARTURO SANTANA
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK. IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

ASSIGNED FILE NO. .....

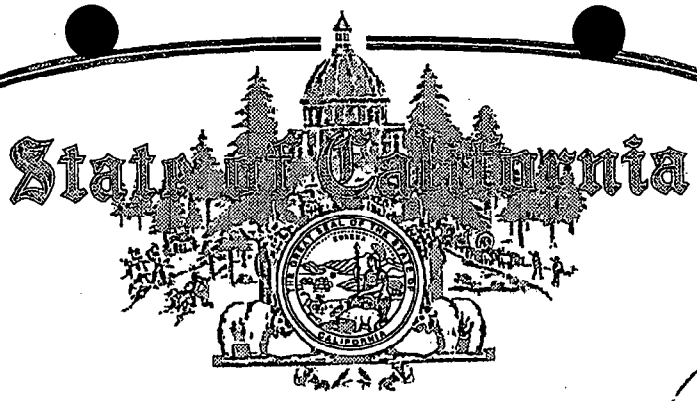
RECORDER/COUNTY CLERK

Form 231 Co. CLK (REV. 10-95)

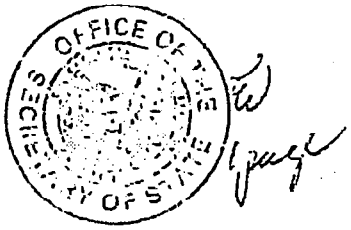
OFFICIAL RECORDS, GREGORY J. SMITH, SAN DIEGO ASSESSOR/RECORDER/COUNTY CLERK 1

EXHIBIT 16

2104624



SECRETARY OF STATE

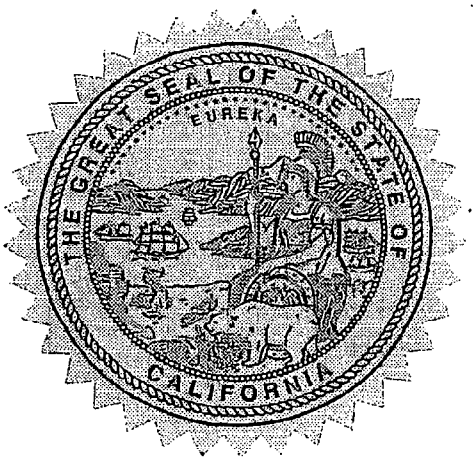


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

APR 0 7 1999



Bill Jones

Secretary of State

EXHIBIT 16 PAGE 1 OF 6

SEC/STATE FORM CE-107 (REV. 4/97)

2104624

ENDORSED - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
OF THE STATE OF CALIFORNIA

APR -3 1998

BILL JONES, SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

SANTANAS GRILL INC.

I

The name of this corporation is:

SANTANAS GRILL INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name in the State of California of this corporation's initial agent for service of process is: Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service.

IV

This corporation is authorized to issue only one class of stock; and the total number of shares which this corporation is authorized to issue is:

1500 At No Par Value.

Dated: April 3, 1998

Amy Lampi, Incorporator

OFFICE OF THE SECRETARY OF STATE

EXHIBIT 16 PAGE 2 OF 6

ACTION OF SOLE INCORPORATOR

SANTANAS GRILL INC.

The undersigned, without a meeting, being the sole incorporator of the Corporation, does hereby elect the persons listed below to serve as directors of the corporation until the first annual meeting of shareholders and until their successors are elected and qualify:

AVELARDO SANTANA
CLAUDIA VALLARTA SANTANA

Amy Lampi
Incorporator

Dated: April 3, 1998

State of California

Bill Jones
Secretary of State

P.O. Box [illegible]
Sacramento, CA [illegible]
(916) [illegible]

STATEMENT BY DOMESTIC STOCK CORPORATION

[illegible]

A $10 FILING FEE MUST ACCOMPANY THIS STATEMENT.
Please make check payable to Secretary of State.

WHEN COMPLETED FORM, PLEASE USE BLACK TYPEWRITER OR PRINT IN BLACK INK

IMPORTANT — Please Read Instructions On Back of Form

1. Santanas Grill, Inc.
2. 2104624
3. FEIN: 33-0801479

4. If there has been no change in any of the information on file, complete item 10 only. Please include an return envelope if no change is required to be entered.

DO NOT MARK IN THIS BOX

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

5. [illegible]

6. Principal Place of Business in California: 2067 Cecilia Terrace		San Diego, CA	92110
7. Principal Office Outside of California: Same			CA
8. Mailing Address: Same			

THE NAMES OF THE FOLLOWING OFFICERS ARE: [illegible]

President: Abelardo Santana-Lee	2067 Cecilia Terrace	San Diego, CA	92110
Secretary: Claudia Vallarta-Santana	2067 Cecilia Terrace	San Diego, CA	92110
Chief Financial Officer: Claudia Vallarta-Santana	2067 Cecilia Terrace	San Diego, CA	92110

DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS: [illegible]

Abelardo Santana-Lee	2067 Cecilia Terrace	San Diego, CA	92110
Claudia Vallarta-Santana	2067 Cecilia Terrace	San Diego, CA	92110

9. The number of vacancies on the board of directors is: ____

DESIGNATED AGENT FOR SERVICE OF PROCESS: Agent for service of process must be a person who is a resident of California, or the agent may be another corporation which has filed a certificate pursuant to Section 1505, California Corporations Code.

Claudia Vallarta-Santana
2067 Cecilia Terrace, San Diego, CA 92110

DESCRIBE TYPE OF BUSINESS OF THE CORPORATION NAMED IN ITEM 1.

Operation of three restaurants

Claudia Vallarta-Santana
[illegible] Date

EXHIBIT 16 PAGE 4 OF 6

SG00106

1997 S Corporation Election or Termination/Revocation 3560

Effective for income tax year beginning 10 01 1996 and ending 12 31 1996

Part I

2104624	33-0501479

Corporation name: Santana Grill, Inc.

Address: 2087 Cecilia Terrace

City, state, ZIP code: San Diego, California 92110

Part II

December 31st	5900	November 13, 1996	California
December 31st	Restaurant	April 7, 1986	April 7, 1994

Shareholders' Consent Statement

Shareholder's name, address, social security number	Shareholder's consent	Date	Number of shares	Date acquired	Social security number or employer identification number	Tax year end
Abelardo Santana-Lao			50	4/7/86	557-01-2601	12/31
Claudia Valenti-Santana			50	4/7/86	545-01-5687	12/31

Part III

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer ▶

Title | Date | Telephone (619) 276-2628

FTB 3560 (Rev. 1/97)

EXHIBIT 16 PAGE 5 OF 6

SG00107

Form 2553

FILED PURSUANT TO REV. PROC. [illegible]-40

Election by a Small Business Corporation

(Under section 1362 of the Internal Revenue Code)

▶ For Paperwork Reduction Act Notice, see page 2 of instructions.

▶ See separate instructions.

OMB No. [illegible]

Notice: 1. [illegible]

2. [illegible]

3. [illegible]

Part I — Election Information

Please Type or Print	Name of corporation (see instructions) Santana Grill, Inc.	Employer identification number 93-0901479
	Number, street, and room or suite no. (see instructions) 2067 Cecilia Terrace	Date incorporated 4/7/88
	City or town, state, and ZIP code San Diego, California 92110	State of incorporation California

D Election is to be effective for tax year beginning (month, day, year) ▶ April 7, 1988

E Name and title of officer or legal representative who the IRS may call for more information: Claudia Vallarta-Santana

F Telephone number of officer or legal representative (619) 276-2528

G If the corporation changed its name or address after applying for the EIN shown in A above, check here ▶ ☐

H If the election is being filed for the tax year for corporation which, after month, day, and year of the end of the following (i) date the corporation first had shareholders, (ii) date the corporation first had assets, or (iii) date the corporation began doing business ▶ April 7, 1988

I Selected tax year: Annual returns will be filed for tax year ending (month and day) ▶ December 31st

If the tax year ends on any date other than December 31, except for an election to adopt or change to a tax year ending with reference to the natural business year (see section 441(e) and Temporary Regulations section 1.441-2T(b)(3)), you must complete Part II on the back. If the corporation wishes to the ending date of an annual period, write "2-31" and to the right of the date see Temporary Regulations section 1.441-2T(b)(3).

J. Name and address of each shareholder having a community property interest in the corporation's stock and each husband and wife (husband and wife jointly and separately) and the number of shares or share equivalents owned by each	K. Shareholders' consent. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent can be withdrawn if it is not filed timely. Declaration of spouse of shareholder required if stock is community property. (Signature and date required)		L. Stock owned		M. Social security number or employer identification number (see instructions)	N. Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares	Date acquired		
Abelardo Santana-Lee			50	4/7/88	557-61-2081	12/31
Claudia Vallarta-Santana			50	4/7/88	645-61-0087	12/31

Under penalties of perjury, I declare that I have examined this election, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer ▶ Title ▶ Date ▶

See Parts II and III on back.

Form 2553 (Rev. 1-87)

Client Copy

EXHIBIT 16 PAGE 6 OF 6

SG00101

EXHIBIT 17

PLEASE PRINT OR TYPE FIRMLY. YOU ARE MAKING MULTIPLE COPIES.

GREGORY J. SMITH
RECORDER/COUNTY CLERK
1600 Pacific Highway, Room 260
P.O. Box 1750
San Diego, California 92112-4147
(619) 237-0502

FILED
This Space For Use of County Clerk
#1998-007716
MAR 20 1998
14:12
GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: MAR 20 2003
DEPUTY: NVALDIRE

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE
$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT
$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANAS MEXICAN GRILL
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 3742 MIDWAY DRIVE
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)
IN: SAN DIEGO, CA 92110
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 CLAUDIA V. SANTANA
(Corporate or Owner's Full Name — Type/Print)
2067 CECELIA TERRACE
(Residence address if not incorporated)
(State of incorporation if incorporated)
SAN DIEGO, CA 92110
(City and Zip)

#2 ABELARDO SANTANA
(Corporate or Owner's Full Name — Type/Print)
2067 CECELIA TERRAC
(Residence address if not incorporated)
(State of incorporation if incorporated)
SAN DIEGO, CA 92110
(City and Zip)

#3
(Corporate or Owner's Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

#4
(Corporate or Owner's Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

(4) This business is conducted by: ☐ an Individual ☒ Individuals – Husband and Wife ☐ a General Partnership
☐ a Limited Partnership ☐ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture
☐ an Unincorporated Association – other than a Partnership ☐ Limited Liability Company
☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: N/A

SIGNATURE OF REGISTRANT: C. V. Santana
CLAUDIA V. SANTANA
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK, IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO:

R. Sum

ASSIGNED FILE NO.

EXHIBIT 17 PAGE 1 OF 4

CERTIFICATE OF PUBLICATION

Claudia V. Santana
Santanas Mexican Grill
2067 Cecelia Terrace
San Diego, CA 92110

FILED
GREGORY J. SMITH
RECORDER/COUNTY CLERK
MAY 08 1998
BY: _____
DEPUTY

IN THE MATTER OF

Santanas Mexican Grill

NO.

1998-007716

FICTITIOUS BUSINESS
NAME STATEMENT

File No. 1998-007716
THE NAME OF THE BUSINESS:
Santanas Mexican Grill
LOCATED AT: 3742 Midway Drive
IN: San Diego, CA 92110
IS (ARE) HEREBY REGISTERED BY
THE FOLLOWING OWNER(S):
Claudia V. Santana
2067 Cecelia Terrace
San Diego, CA 92110
Abelardo Santana-Lee
2067 Cecelia Terrace
San Diego, CA 921110
This business is conducted by:
Individuals-Husband and Wife
THE TRANSACTION OF BUSINESS
BEGAN ON: N/A
Claudia V. Santana
THIS STATEMENT WAS FILED WITH
RECORDER/COUNTY CLERK OF SAN
DIEGO COUNTY ON MAR 20 1998
Pub. April 17,24 May 1,8-d511103

I, Sylvia Serrano, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Daily Transcript, a newspaper of general circulation, printed and published daily, except Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

FICTITIOUS BUSINESS NAME

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

APRIL 17, 24, MAY 1, 8

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this 8 day of May, 1998

S. Serrano
(Signature)

EXHIBIT 17 PAGE 2 OF 4

SG00014

PLEASE PRINT OR TYPE FIRMLY. YOU ARE MAKING MULTIPLE COPIES.

GREGORY J. SMITH
RECORDER/COUNTY CLERK
1600 Pacific Highway, Room 260
P.O. Box 1750
San Diego, California 92112-4147
(619) 237-0502

This Space For Use of County Clerk
#1998-010002

APR 14 1998
15:24

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: APR 14 2003
DEPUTY: KPETERSON
KP

SEE REVERSE SIDE FOR INSTRUCTIONS

FILING FEE
$13.00 - FOR FIRST BUSINESS NAME ON STATEMENT
$ 2.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
$ 2.00 - FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

THE NAME[S] OF THE BUSINESS[ES]:

(1) SANTANAS MEXICAN GRILL
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 3742 MIDWAY DRIVE
(Street Address of Business — If No Street Address Assigned — Give Exact Location of Business Plus P.O. Box or Rural Route)
IN: SAN DIEGO, CA 92110
(City and Zip)

IS (ARE) HEREBY REGISTERED BY THE FOLLOWING OWNER(S):

(3) #1 SANTANAS GRILL, INC.
(Corporate or Owner's Full Name — Type/Print)
CALIFORNIA
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

#2
(Corporate or Owner's Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

#3
(Corporate or Owner's Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

#4
(Corporate or Owner's Full Name — Type/Print)
(Residence address if not incorporated)
(State of incorporation if incorporated)
(City and Zip)

(4) This business is conducted by: ☐ an Individual ☐ Individuals – Husband and Wife ☐ a General Partnership ☐ a Limited Partnership ☒ a Corporation ☐ a Business Trust ☐ Co-Partners ☐ a Joint Venture ☐ an Unincorporated Association – other than a Partnership ☐ Limited Liability Company ☐ Other (Specify)

(5) THE TRANSACTION OF BUSINESS BEGAN ON: N/A

SIGNATURE OF REGISTRANT: [signature]
CLAUDIA V. SANTANA Vice President/Secretary
(Print name of person signing and, if a Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY ON DATE INDICATED BY FILE STAMP ABOVE.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE RECORDER/COUNTY CLERK. IF YOU INTEND TO CONTINUE BUSINESS UNDER THIS NAME A NEW FICTITIOUS BUSINESS NAME STATEMENT **MUST BE FILED PRIOR TO:**

K Peterson

ASSIGNED FILE NO.

EXHIBIT 17 PAGE 3 OF 4

SG00015

File No: 98 10002

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO
CERTIFICATE OF PUBLICATION

F I L E D
GREGORY J. SMITH
RECORDER/COUNTY CLERK

MAY 28 1998

BY: _____
DEPUTY

SANTANAS MEXICAN GRILL
Claudia V. Santana, Vice President/
3742 Midway Drive
San Diego, CA 92110-

Affidavit of Publication
Heartland News Legal Transcript
10010 Campo Rd. (P.O. Box 188)
Spring Valley, CA 91977
(619) 670-6194

I, Ragina L. Stone hereby certify that The Heartland News is a weekly newspaper of general circulation within the provisions of the Government Code of the State of California, printed and published in the County of San Diego, State of California, and the

FICTITIOUS BUSINESS NAME STATEMENT

FICTITIOUS BUSINESS
NAME STATEMENT
File No. 98 10002

The name of the business: SANTANAS MEXICAN GRILL , located at: 3742 Midway Drive, San Diego, CA 92110-, , Is (are) hereby registered by the following owner(s): Santanas Grill, Inc. California This business conducted by: a Corporation. The registrant commenced the transaction of business on n/a. s/s: Claudia V. Santana, Vice President/ Secretary ; This statement was filed with Gregory J. Smith, County Clerk of San Diego County on Apr 14, 1998. May 7, 14, 21, 28, 1998.

to which this certificate is annexed is a true and correct copy published in said newspaper on

May 7, 14, 21, 28, 1998

I certify under penalty of perjury that the foregoing is true and correct, at Spring Valley, California, on

May 28, 1998

Ragina L. Stone
Signature

File No: 98 10002

EXHIBIT 17 PAGE 4 OF 4

EXHIBIT 18

SANTANA'S
MEXICAN GRILL

... Es Muy Bueno

HOME OF CALIFORNIA BURRITO

1480 ROSECRANS ST.
SAN DIEGO, CA.
(619) 226-2033

1525 MORENA BLVD.
SAN DIEGO, CA.
(619) 276-6010

3742 MIDWAY DR.
SAN DIEGO CA.
(619) 523-9517

411 BROADWAY ST.
EL CAJON, CA.
(619) 444-4628

COMBINATION PLATES

(INCLUDES RICE AND BEANS)

1.- CARNE ASADA OR CARNITAS (INCLUDES 3 CORN OR 2 FLOUR TORTILLAS).....5.50
2.- TWO CARNE ASADA TACOS.....5.50
3.- TWO CHILES RELLENOS.....5.00
4.- TOSTADA & BEEF TACO.....4.80
5.- TWO BEEF TACOS.....4.80
6.- TWO CHICKEN TACOS.....4.80
7.- TWO FISH TACOS.....4.80
8.- TOSTADA & ENCHILADA.....4.80
9.- BEEF TACO & ENCHILADA.....4.80
10.- CHILE RELLENO & ENCHILADA.....4.80
11.- TWO CHEESE ENCHILADAS.....4.70
12.- CHOOSE ANY ITEM FROM OUR REGULAR MENU AND FOR ONLY 1.50 EXTRA WILL GIVE YOU A PLATE WITH RICE AND BEANS.

QUESADILLAS

1.- TECATE CHICKEN OR CARNE ASADA WITH JACK CHEESE, SOUR CREAM & GUACAMOLE....4.20
2.- QUESOMUSH CHICKEN OR CARNE ASADA WITH JACK CHEESE, MUSHROOMS.....4.20
3.- CALIFORNIA JACK OR CHEDDAR.....2.20

CHIPS

1.- PLAIN.....1.00
2.- WIHT CHEESE OR SALSA.....1.50
3.- WIHT CHEESE & GUACAMOLE.....3.25
4.- CHIPS OR FRIES WIHT CHEESE, GUACAMOLE, SOUR CREAM, MEXICAN SALSA, CARNE ASADA OR CHICKEN.....4.50

TOSTADAS

(WITH BEANS, SOUR CREAM, CHEESE AND LETTUCE)

1.- BEEF * BEANS * CHICKEN * CARNITAS.....2.10
2.- FLYING SAUCER CHICKEN OR BEEF.....3.50

BURRITOS

1.- CALIFORNIA BURRITO WITH POTATOES, SALSA, CHEDDAR, CARNE ASADA OR CHICKEN.....3.00
2.- CARNE ASADA * CARNITAS * GRILLED CHICKEN WITH SALSA & GUACAMOLE.....3.00
3.- FISH CABBAGE, SALSA & WHITE SAUCE.....3.00
4.- 1 LB. GREEN PORK WITH RICE AND BEANS INSIDE.....3.00
5.- BEANS.....1.75
6.- ACHIOTE CHICKEN.....2.50
7.- SHRIMP WITH RICE, BEANS & SOUR CREAM INSIDE.....3.75
8.- CHIMICHANGA CHICKEN OR BEEF.....3.75

TORTAS

(WITH GUACAMOLE AND LETTUCE)

1.- CARNE ASADA * HAM & CHEESE *CHICKEN * BEEF * CARNITAS.....2.75

EXTRAS

(ONLY INSIDE TOUR ORDER)

1.- RICE * BEANS * SOUR CREAM * CHEESE MEXICAN SALSA * LETTUCE.....0.40
2.- GUACAMOLE.....0.60
3.- CHICKEN * CARNE ASADA * CARNITAS FISH.....1.25

TACOS

1.- CARNE ASADA TACO.....2.10
2.- CARNITAS.....2.00
3.- BEEF * FISH * CHICKEN.....1.80
4.- 4 BEEF ROLLED TACOS WITH GUACAMOLE.....2.20
5.- 4 BEEF ROLLED TACOS WITH CHEESE.....1.60
6.- 3 CHICKEN FLAUTAS WITH GUACAMOLE.....2.25
7.- 3 CHICKEN FLAUTAS WITH CHEESE.....1.75

ENCHILADAS

(WITH CHEDDAR AND LETTUCE)

1.- CHICKEN * CHEESE * BEEF.....3.25

SIDES

1.- 1/2 PT. BEANS OR RICE.....1.20
2.- 1/2 PT. SALSA OR SOUR CREAM.....1.50
3.- 1/2 PT. GUACAMOLE.....1.75
4.- 2 CORN OR 1 FLOUR TORILLAS CARROTS.....0.40

REFRESHMENTS

1.- FRESH LEMONADE * HORCHATA * JAMAICA TAMARINDO * NESTEA * MILK * ORANGE JUICE.....1.00
2.- COKE * DIET COKE * SPRITE * DR. PEPPER * ROOT BEER * ORANGE.....0.90
3.- BOTTLED WATER.....0.75

DAILY SPECIAL

1.- ENCHILADAS COMBINATION PLATE, ONE CHICKEN, ONE CHEESE, WITH RICE BEANS AND CHIPS.....3.75
2.- CARNE ASADA TOSTADA, WITH BEANS, SOUR CREAM, CHEESE, LETTUCE, MEXICAN SALSA & A SODA.....2.75
3.- CHICKEN BURRITO FILLED WITH RICE, BEANS AND SOUR CREAM.....3.20
4.- BUY TWO FISH TACOS GET THE 3RD ONE FREE.....3.60
5.- 4 BEEF ROLLED TACOS OR CHICKEN FLAUTAS PLATE WITH RICE, BEANS AND CHIPS AND YOUR CHOICE OF ANY 3 ITEMS : CHEESE * LETTUCE * SOUR CREAM * MEXICAN SALSA * GUACAMOLE.....3.80
6.- 1 LB. VEGGIE BURRITO WITH YOUR CHOICE OF ANY 4 ITEMS BEANS * RICE * CHEESE * LETTUCE * CABBAGE * MEXICAN SALSA * POTATOES * SOUR CREAM 2.75

BREAKFAST

(INCLUDES RICE AND BEANS)

1.- MACHACA O CHORIZO PLATE.....3.75
2.- HUEVOS RANCHEROS.....3.00
3.- EGGS SALSA & CHEESE.....3.00
4.- SCRAMBLED EGGS WITH HAM OR BACON.....3.00

BURRITOS

1.- MACHACA OR CHORIZO.....2.75
2.- BUENOS DIAS BURRITO WITH 2 EGGS, POTATOES, BACON, SALSA & CHEESE...2.75
3.- RANCHO BURRITO WITH 2 EGGS, CHORIZO, POTATOES & SALSA.....2.75

TORTAS

(WITH LETTUCE AND GUACAMOLE)

1.- MACHACA TORTA.....2.60
2.- CHORIZO TORTA.....2.60
3.- EGGS SALSA & CHEESE.....2.60

asa de oro

4·64·04·62

EXHIBIT 18 PAGE 1 OF 1

EXHIBIT 19

Santana's Mexican Grill

EXHIBIT 19 PAGE 1 OF 2

Santana's Mexican Grill

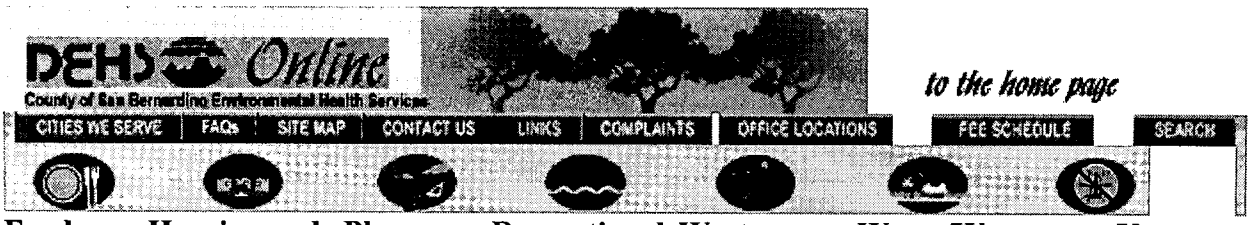
- 56547 29 Palms Hwy Yucca Valley 228-3044
- 73680 Sun Valey 29 Palms 361-0202

SG00299

PL00401

EXHIBIT 19 PAGE 2 OF 2

EXHIBIT 20



Department of Public Health
Division of Environmental Health

Restaurant Ratings

Inspected retail food establishments receive a score or a letter grade according to their inspection report.

For a detailed explanation of the Food Facility Rating system, go to the Retail Food Inspection Guide. All data is updated daily.

Facility Name	Santana's Mexican Food 56547 29 Palms Hwy Yucca Valley , CA 92284 Click here to view a map
Inspection Date	1/3/2005
Permit Type	Public Eating Place (25-59Seats)
Score	80

Equivalent Grade

B

Violations	Points Deducted
Food protected from contamination,adulteration,spo	5
Proper manual sanitizer/Sanitizing equipment & ute	4
Probe and refrigerator thermometers-Minor	1
Floors/walls/ceilings-vermin exclusion-Major	3

EXHIBIT 20 PAGE 1 OF 2

Handwashing sink/supplies-Major	3
Proper sanitizing of food contact surfaces-Minor	3
Equipment/Utensils\x3b storage,cleanliness-Minor	1

Inspection History				
Date	Time	Permit Type	Score	Equivalent Grade
1/3/2005	11:06 AM	Public Eating Place (25-59Seats)	80	B
11/16/2004	11:40 AM	Public Eating Place (25-59Seats)	84	B

Scoring Legend:
A - Score of 90 to 100
B - Score of 80 to 89
C - Score of 70 to 79
Score of 69 and Below (Not Letter Graded)*
*See Food Facility Closures

New Search

More advanced search features

Complete county-wide city/community listing

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To the home page

To the top

Direct questions or comments about this site to webmaster

EXHIBIT 20 PAGE 2 OF 2

EXHIBIT 21

CLICK HERE TO STAY INFORMED

SPECIAL OFFER

NOW OPEN
PACIFIC BEACH:
2303 Garnet Ave

Click here for our other locations

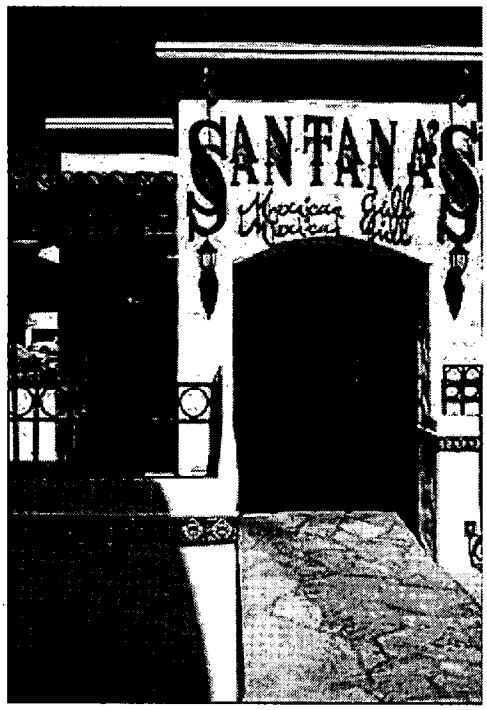
Click here to visit restaurantpage.com

Thanks to you, we have been serving you in San Diego since 1987.
We now have six locations to serve you. It is because of you that our business continues to grow.

We believe that fresher is better. That is why our food is prepared every day on our premises, and our tortillas, meat, poultry, and produce are delivered daily. We use 100% corn oil, and no preservatives.

We thank you again for the opportunity of letting us serve you. And to you who haven't tried our food, we dare you to do so!

We also offer frequent eater cards and a fresh salsa bar when you dine in at all our locations.



VISIT WWW.SDLATINOFILM.COM

HOME MAP MENU COMBINATION PLATTERS WE APPRECIATE YOU EMAIL

EXHIBIT 21 PAGE 1 OF 16

MEN

• Tacos • Tostadas • Tortas • Burritos •
• Quesadillas • Chips • Sides • Extras •
• Breakfast • Drinks • Dessert •

NOW OPEN
PACIFIC BEACH:
2303 Garnet Ave

Click here for our other locations

Click here to visit restaurantpage.com

TACOS
Carne Asada, Grilled Chicken, Carnitas $2.00
With guacamole and Mexican salsa

Shredded Beef or Achiote Chicken $2.00
With lettuce, cheddar, and enchilado cheeses

Fish $2.00
Crispy battered fish, shredded cabbage, Mexican salsa, and our creamy tomatillo sauce

(4) **Beef Rolled Tacos with Cheese** $1.80
With guacamole and cheese $2.50

(3) **Chicken Flautas with Cheese** $2.00
With guacamole and cheese $2.50

TOSTADAS
Beans or Chicken $2.75
With beans, sour cream, cheddar cheese, cotija cheese and lettuce

TORTAS
Carne Asada, Achiote, Grilled Chicken or Ham and Cheese $4.00
With lettuce and guacamole.

EXHIBIT 21 PAGE 2 OF 16

BURRITOS

One-pound California Burrito $4.25
Grilled carne asada, achiote or grilled chicken,
with potatoes, salsa mexicana and cheddar cheese

Carne Asada, Grilled Chicken or Carnitas $4.25
With salsa mexicana and guacamole

Achiote Chicken $4.25
Grilled achiote chicken with rice and beans

One-pound Veggie Burrito $4.00
With your choice of any four items:
Beans, rice, lettuce, potatoes, guacamole, Mexican salsa, cheese, sour cream or grilled mushrooms

Bean and Cheese $2.75

Chicken Chimichanga $5.50
Grilled chicken and beans topped with lettuce, Mexican salsa, cheddar anc cotija cheese, and side orders of guacamole and sour cream

Shrimp Burrito $5.00
Grilled shrimp, Mexican salsa and achiote sauce with rice and a zest of lemon

Fish Burrito $4.25
Crispy battered fish, shredded cabbage, mexican salsa, and our creamy tomatillo sauce

Want something lighter with the same great flavor? Now you can make any of your favorite burritos into a bowl!
Perfect for low carb dieters!

QUESADILLAS

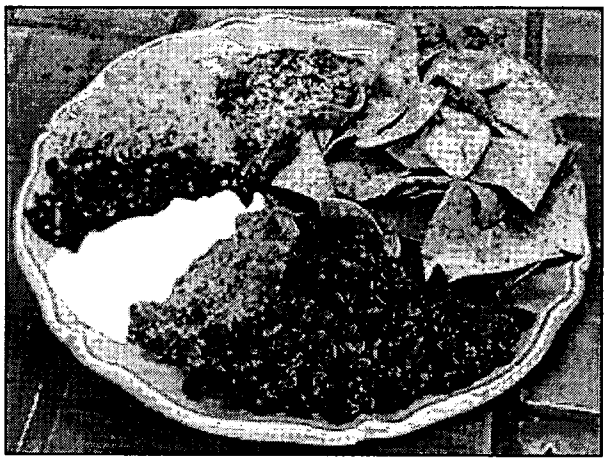
Tecate $5.50
Achiote or grilled chicken or carne asada and jack cheese,
with sides of sour cream, guacamole, Mexican salsa and chips

EXHIBIT 21 PAGE 3 OF 16

Quesomush $5.50
Achiote or grilled chicken or carne asada, jack cheese, and mushrooms, with sides of Mexican salsa and chips

Vallarta $5.50
Grilled chicken or carne asada and jack cheese, with sides of beans, sour cream, Mexican salsa and chips

Jack or Cheddar $2.75



CHIPS
Plain
Half Order $.75 / Full Order $1.50

Cheese and Guacamole
Half Order $2.00 / Full Order $3.75

Carne Asada, Achiote or Grilled Chicken Chips Or Fries
Half Order $4.00 / Full Order $6.00
With cotija and cheddar cheese, beans, guacamole, sour cream, and Mexican salsa

SIDES
Beans, rice, sour cream, Mexican salsa 8oz. $1.50

Guacamole, cheese, carne asada, achiote or grilled chicken 8oz. $3.00

EXTRAS
Only inside your order

Rice, beans, sour cream, cheese, Mexican salsa, lettuce. $.50

Guacamole or grilled mushrooms $.70

BREAKFAST
(5:00am-10:30am)

Chorizo (Mexican Sausage)
or Machaca (Shredded Beef and Vegetables)
Burrito or Torta $3.50
with 2 eggs

EXHIBIT 21 PAGE 4 OF 16

Buenos Dias Burrito $3.50
Two eggs, potatoes, bacon, Mexican salsa, and cheese.

Pancho Burrito $3.50
Two eggs, ham, potatoes and cheese.

DRINKS
24oz. $1.30 / 32oz. $1.90
Fresh Lemonade, Horchata, Jamaica, Tamarindo, Guava, Piña, Coca Cola, Diet Coke, Sprite, Minute Maid, Nestea.
Bottled Water $1.30
8 oz milk $1.00
10 oz Orange Juice $1.00

DESSERT
Vanilla Flan (Custard) $1.75

All of our prices include tax.

EXHIBIT 21 PAGE 5 OF 16

COMBINATION PLATE

COMBINATION PLATES

Served with rice, beans and chips.

Please Order by the Number.

Plate #1 - $5.50
Carne Asada
Grilled Chicken
Achiote Chicken
Carnitas
Shrimp

Served with sides of guacamole, Mexican salsa, lettuce and three corn or two flour tortillas

Plate #2 - $5.50
2. Order of Two Tacos
Carne Asada
Beef
Achiote Chicken
Grilled Chicken
Carnitas

EXHIBIT 21 PAGE 6 OF 16

Fish

Plate #3 - $4.25
3. Four Beef Rolled Tacos or
Three Chicken Flautas

With lettuce, Mexican salsa, sour cream and cheddar cheese

Plate #4 - $4.50
4. Order of One Burrito
Carne Asada
Grilled Chicken
Achiote Chicken
California Carne
California Achiote Chicken
California Grilled Chicken
Fish

Plate #5 $5.50
5. Cheese or Chicken Enchiladas (2)
with sour cream and cheese

Green - mild tomatillo sauce
Red - chile pasilla sauce

All of our prices include tax.

EXHIBIT 21 PAGE 7 OF 16

CLICK HERE TO STAY INFORMED

SPECIAL OFFER

NOW OPEN
PACIFIC BEACH:
2303 Garnet Ave

Click here for our other locations

Click here to visit restaurantpage.com

WE APPRECIATE YO

SANTANA'S $5.00 GIFT CERTIFICATES

BUY MORE AND SAVE!!!

FOR A LIMITED TIME ONLY

Buy **FIVE** CERTIFICATES FOR $25
and get a **FREE T-SHIRT**

You will **NOT** receive a receipt with this purchase.

Offer good at all locations while supplies last.

HOME MAP MENU COMBINATION PLATTERS WE APPRECIATE YOU EMAIL

EXHIBIT 21 PAGE 8 OF 16

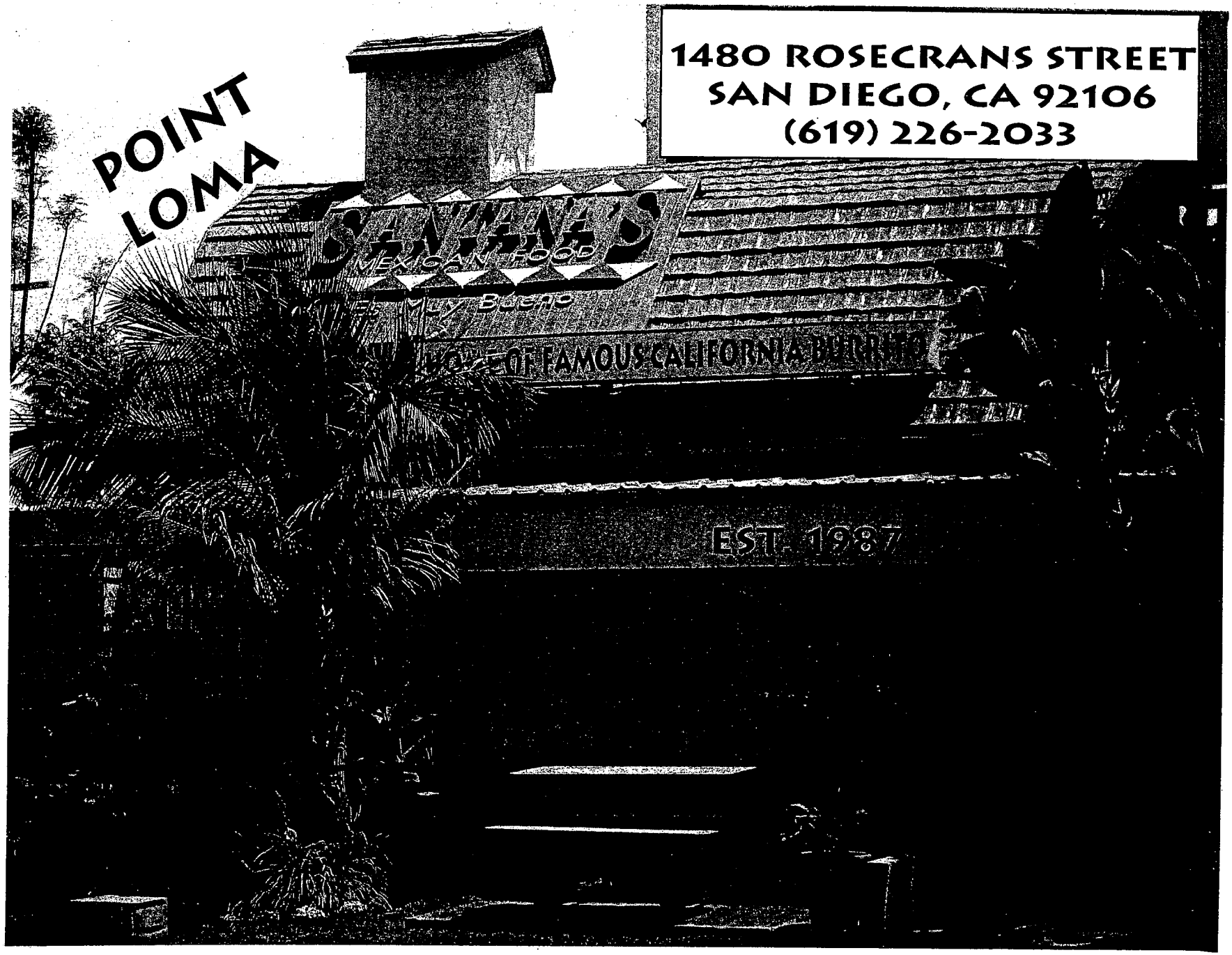


EXHIBIT 21 PAGE 9 OF 16

SG00253

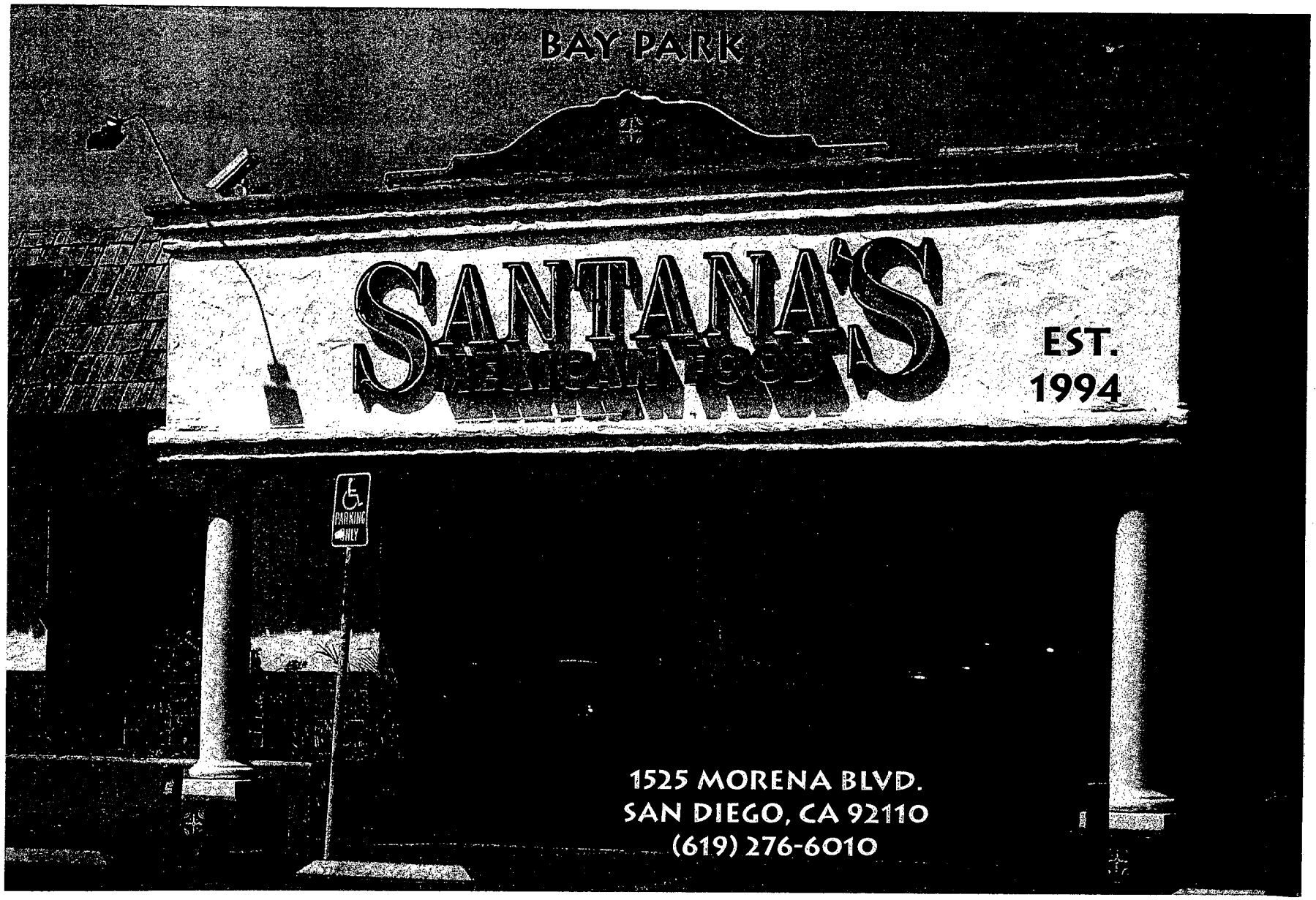


EXHIBIT 21 PAGE 10 OF 16

SG00256

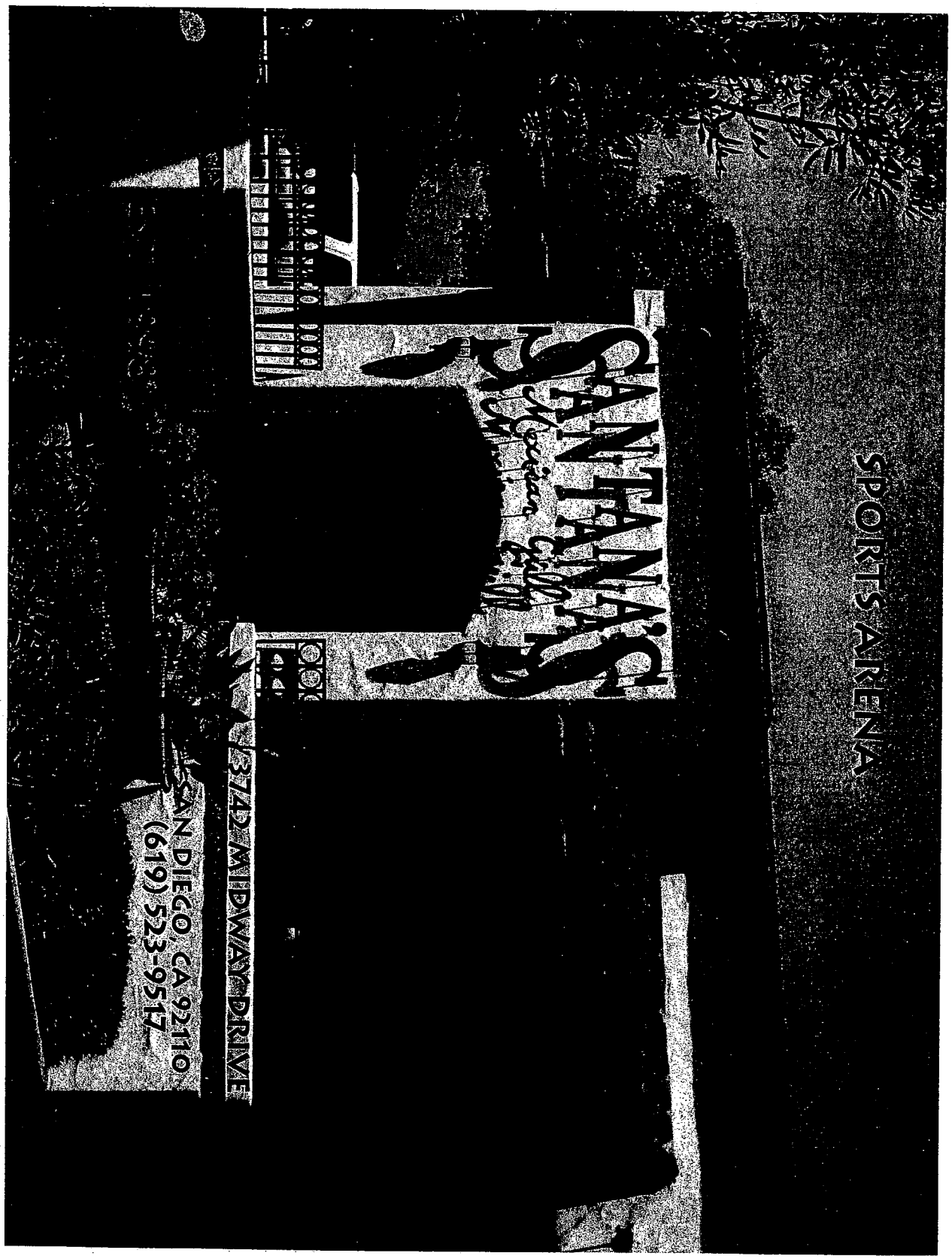


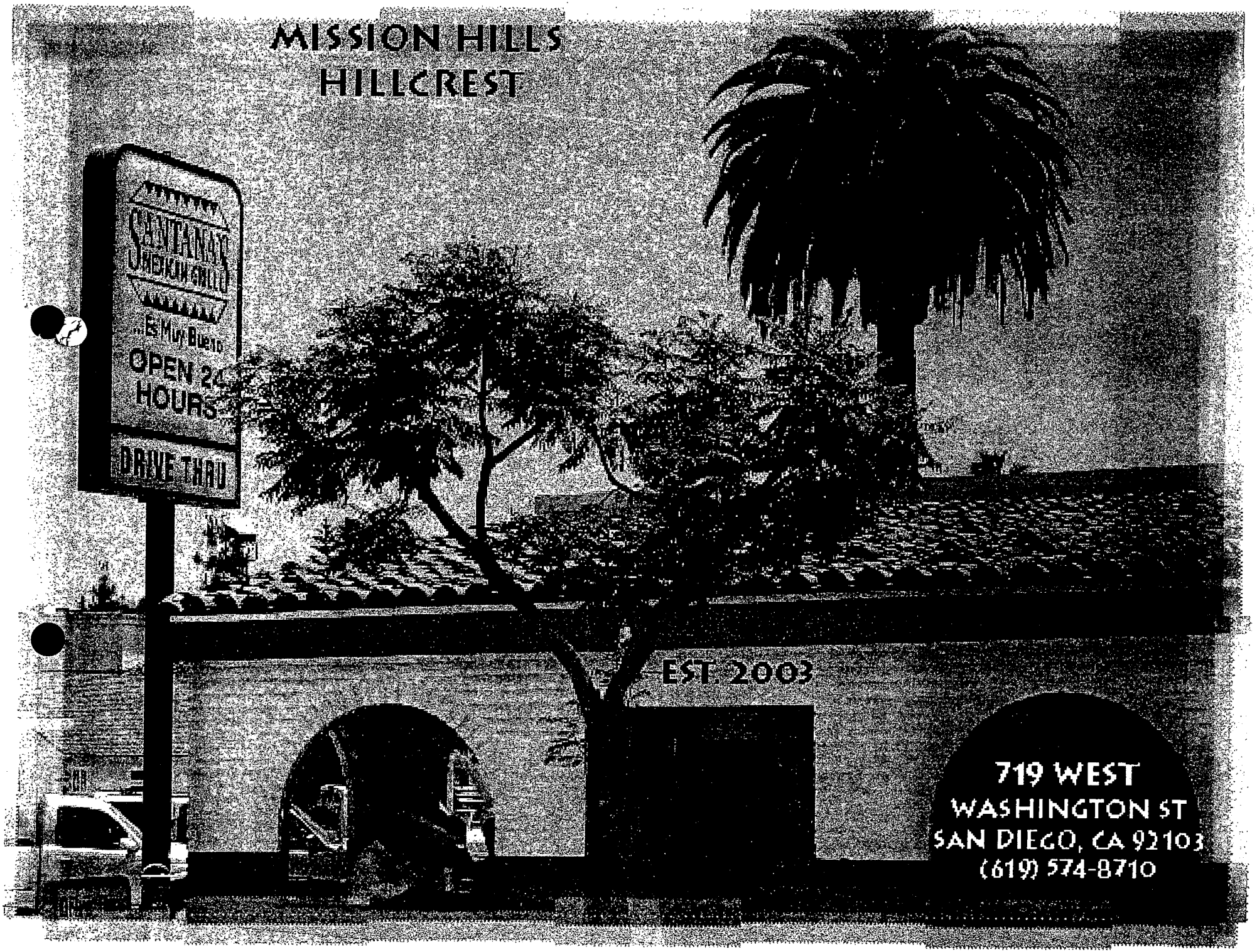
EXHIBIT 21 PAGE 11 OF 16

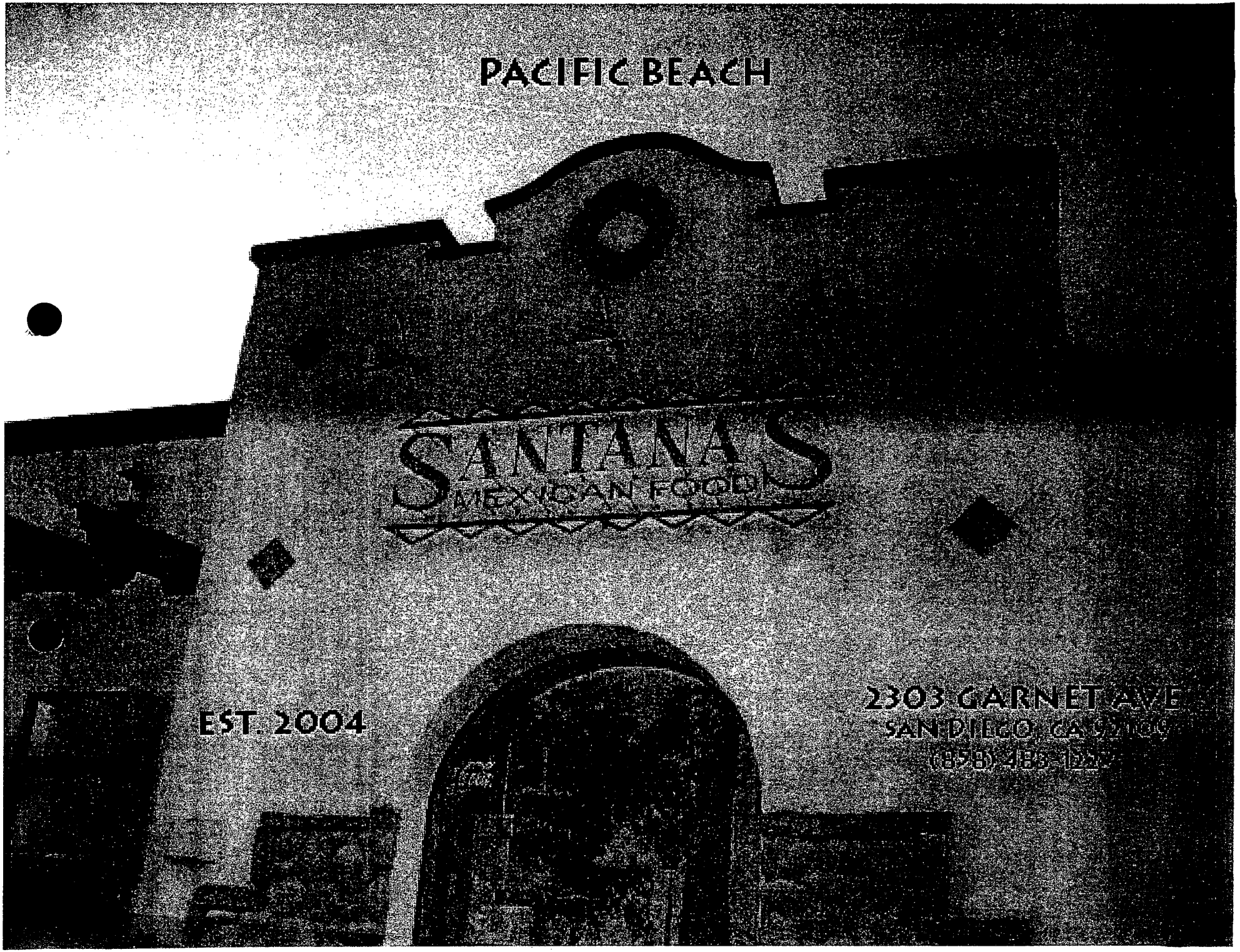
SG00257

SAN MARCOS

EST.
2002

580 SOUTH PACIFIC STREET
SAN MARCOS, CA 92067
(760) 736-4648

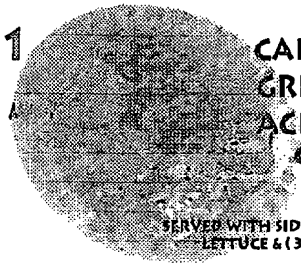

MISSION HILLS
HILLCREST
SANTANA'S
CHICKEN GRILL
...Es Muy Bueno
OPEN 24
HOURS
DRIVE THRU
EST 2003
719 WEST
WASHINGTON ST
SAN DIEGO, CA 92103
(619) 574-8710


PACIFIC BEACH
SANTANA'S
MEXICAN FOOD
EST. 2004
2303 GARNET AVE
SAN DIEGO, CA 92109
(858) 483-1222

COMBINATION PLATES

(WITH RICE, BEANS & CHIPS)

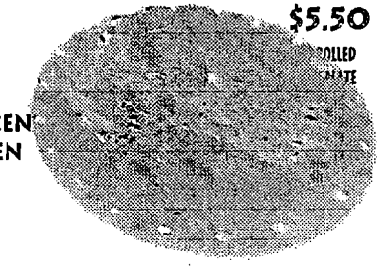
(PLEASE ORDER BY NUMBER)



1 CARNE ASADA $5.50
GRILLED CHICKEN
ACHIOTE CHICHEN
CARNITAS
SHRIMP

SERVED WITH SIDES OF GUACAMOLE, MEXICAN SALSA, LETTUCE & (3) CORN OR (2) FLOUR TORTILLAS

2 TACOS (2) $5.50



CARNE ASADA
BEEF
ACHIOTE CHICKEN
GRILLED CHICKEN
CARNITAS
FISH

3 BEEF ROLLED TACOS (4) $4.25
CHICKEN FLAUTAS (3)

LETTUCE, MEXICAN SALSA, SOUR CREAM AND CHEDDAR CHEESE

4 BURRITO (1) $4.50

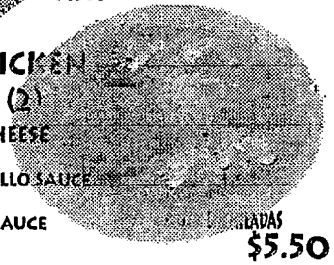
CARNE ASADA
GRILLED CHICKEN
ACHIOTE CHICKEN
CARNITAS
CALIFORNIA CARNE
CALIFORNIA ACHIOTE CHICKEN
CALIFORNIA GRILLED CHICKEN
FISH

5 CHEESE OR CHICKEN ENCHILADAS (2)

SOUR CREAM AND CHEESE

GREEN MILD TOMATILLO SAUCE

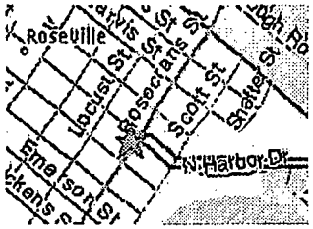
RED CHILE PASILLA SAUCE



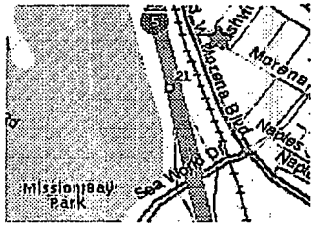
$5.50

LOCATIONS

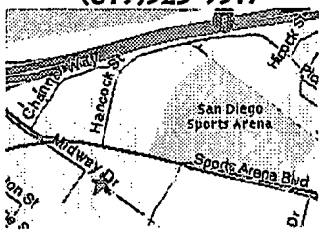
POINT LOMA
1480 ROSECRANS ST.
(619) 226-2033



BAY PARK
1525 MORENA BLVD.
(619) 276-6010

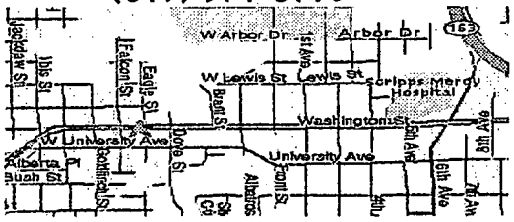


SPORTS ARENA
3742 MIDWAY DR.
(619)523-9517

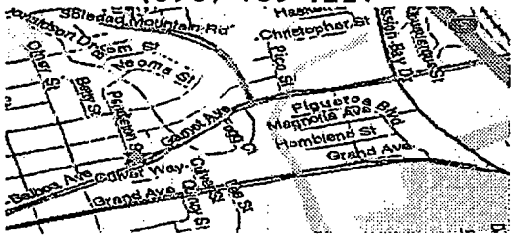


SAN MARCOS
580 S. PACIFIC STREET
(760) 736-4648

MISSION HILLS
719 W. WASHINGTON ST.
(619) 574-8710



PACIFIC BEACH
2303 GARNET AVE.
(858) 483-1227



WWW.SANTANAS.COM

SANTANA'S MEXICAN GRILL®

... Es Muy Bueno

HOME OF FAMOUS CALIFORNIA BURRITO

THANKS TO YOU WE HAVE BEEN SERVING YOU IN SAN DIEGO SINCE 1987. WE BELIEVE THAT FRESHER IS BETTER THAT IS WHY OUR FOOD IS PREPARED EVERY DAY IN OUR PREMISES AND OUR TORTILLAS, MEAT, POULTRY AND PRODUCE ARE DELIVERED DAILY. WE USE 100% CORN OIL AND NO PRESERVATIVES. WE THANK YOU AGAIN FOR THE OPPORTUNITY OF LETTING US SERVE YOU AND TO YOU THA[illegible] HAVENT TRIED OUR FOOD WE DARE YOU TO DO SO!!! WE ALSO OFFER FREQUENT EATER CARDS, ATM MACHINE, A FRESH SALSA BAR WHEN YOU DINE-IN AT ALL OUR LOCATIONS AND FOR YOUR CONVINIENCE WE ARE

OPEN 24/7

VOTED BY MTV BEST BURRITOS IN THE WORLD REAL WORLD SAN DIEGO 2004

BURRITOS

1 LB.CALIFORNIA $4.25
GRILLED CARNE ASADA* ACHIOTE OR GRILLED CHICKEN WITH POTATOES, SALSA MEXICANA AND CHEDDAR CHEESE

CARNE ASADA* GRILLED CHICKEN *CARNITAS $4.25
SALSA MEXICANA & GUACAMOLE

ACHIOTE CHICKEN $4.25
GRILLED ACHIOTE CHICKEN WITH RICE & BEANS

1 LB. VEGGIE $4.00
WITH YOUR CHOICE OF ANY FOUR ITEMS:
BEANS*RICE*LETTUCE*POTATOES*GUACAMOLE
MEXICAN SALSA*CHEESE*SOUR CREAM OR
GRILLED MUSHROOMS

BEAN AND CHEESE $2.75

CHICKEN CHIMICHANGA $5.50
GRILLED CHICKEN AND BEANS TOPPED WITH LETTUCE, MEXICAN SALSA, CHEDDAR & COTIJA CHEESE & SIDE ORDERS OF GUACAMOLE & SOUR CREAM

SHRIMP BURRITO $5.00
GRILLED SHRIMP, MEXICAN SALSA AND ACHIOTE SAUCE WITH RICE AND A ZEST OF LEMON

FISH BURRITO $4.25
CRISPY BATTERED FISH, SHREDDED CABBAGE, MEXICAN SALSA AND OUR CREAMY TOMATILLO SAUCE

WANT SOMETHING LIGHTER WITH THE SAME GREAT FLAVOR?
NOW YOU CAN MAKE ANY OF YOUR FAVORITE BURRITOS INTO A BOWL

SIDES

BEANS*RICE*SOUR CREAM*MEXICAN SALSA 8OZ $1.50

GUACAMOLE* CHEESE*CARNE ASADA* ACHIOTE OR GRILLED CHICKEN 8OZ $3.00

SANTANA'S MEXICAN GRILL

OPEN 24 / 7

TACOS

CARNE ASADA* GRILLED CHICKEN OR CARNITAS GUACAMOLE AND MEXICAN SALSA $2.00

BEEF (SHREDDED) OR ACHIOTE CHICKEN $2.00
LETTUCE, CHEDDAR AND ENCHILADO CHEESES

FISH CRISPY BATTERED FISH, SHREDDED CABBAGE, MEXICAN SALSA AND OUR CREAMY TOMATILLO SAUCE $2.00

4 BEEF ROLLED TACOS WITH CHEESE $1.80
WITH GUACAMOLE AND CHEESE $2.50

3 CHICKEN FLAUTAS WITH CHEESE $2.00
WITH GUACAMOLE AND CHEESE $2.5

QUESADILLAS

TECATE ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA & JACK CHEESE. SERVED WITH SIDES OF SOUR CREAM, GUACAMOLE, MEXICAN SALSA & CHIPS. $5.50

QUESOMUSH ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA, JACK CHEESE & MUSHROOMS. SERVED WITH SIDES OF MEXICAN SALSA & CHIPS. $5.50

VALLARTA GRILLED CHICKEN OR CARNE ASADA & JACK CHEESE. SERVED WITH SIDES OF BEANS, SOUR CREAM, MEXICAN SALSA & CHIPS. $5.50

JACK OR CHEEDAR CHEESE $2.75

TECATE QUESADILLA

TOSTADAS

BEANS OR CHICKEN $2.75
TOPPED WITH BEANS, SOUR CREAM, CHEDDAR AND COTIJA CHEESE AND LETTUCE

BEAN TOSTADA

DESSERT

VANILLA FLAN (CUSTARD) $1.75

AS SEEN ON SIGNONSANDIEGO...
Best of 2008 San Diego
LATE NIGHT-DINING

CHIPS

PLAIN
1/2 ORDER $0.75 FULL ORDER $1.50

CHEESE & GUACAMOLE
1/2 ORDER $2.00 FULL ORDER $3.75

CARNE ASADA, ACHIOTE OR GRILLED CHICKEN CHIPS OR FRIES
SERVED WITH COTIJA & CHEEDAR CHEESE, BEANS GUACAMOLE, SOUR CREAM & MEXICAN SALSA
1/2 ORDER $4.00 FULL ORDER $6.00

CARNE ASADA CHIPS

TORTAS

CARNE ASADA* ACHIOTE OR GRILLEDCHICKEN *HAM AND CHEESE $4.0
WITH LETTUCE AND GUACAMOLE

BREAKFAST
5 A.M-10:30 A.M.

CHORIZO (MEXICAN SAUSAGE) **OR MACHACA** (SHREDDED BEEF AND VEGETABLES) **BURRITO OR TORTA** WITH 2 EGGS $3.50

BUENOS DIAS BURRITO $3.50
2 EGGS, POTATOES, BACON, MEXICAN SALSA & CHEESE

PANCHO BURRITO $3.50
2 EGGS, HAM, POTATOES AND CHEESE

EXTRAS
(ONLY INSIDE YOUR ORDER)

RICE * BEANS * SOUR CREAM * CHEESE *
MEXICAN SALSA * LETTUCE $0.50
GUACAMOLE *GRILLED MUSHROOMS $0.70

DRINKS

LEMONADE GUAVA PIÑA
JAMAICA HORCHATA TAMARINDO

24 oz $1.30
32 oz $1.90

BOTTLED WATER
8oz 10oz $1.00

DASANI $1.30

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SG00236

EXHIBIT 22

Yahoo! Maps - San Diego, CA 92106-2260

« Back to Map

★ **1480 Rosecrans St San Diego, CA 92106-2260**

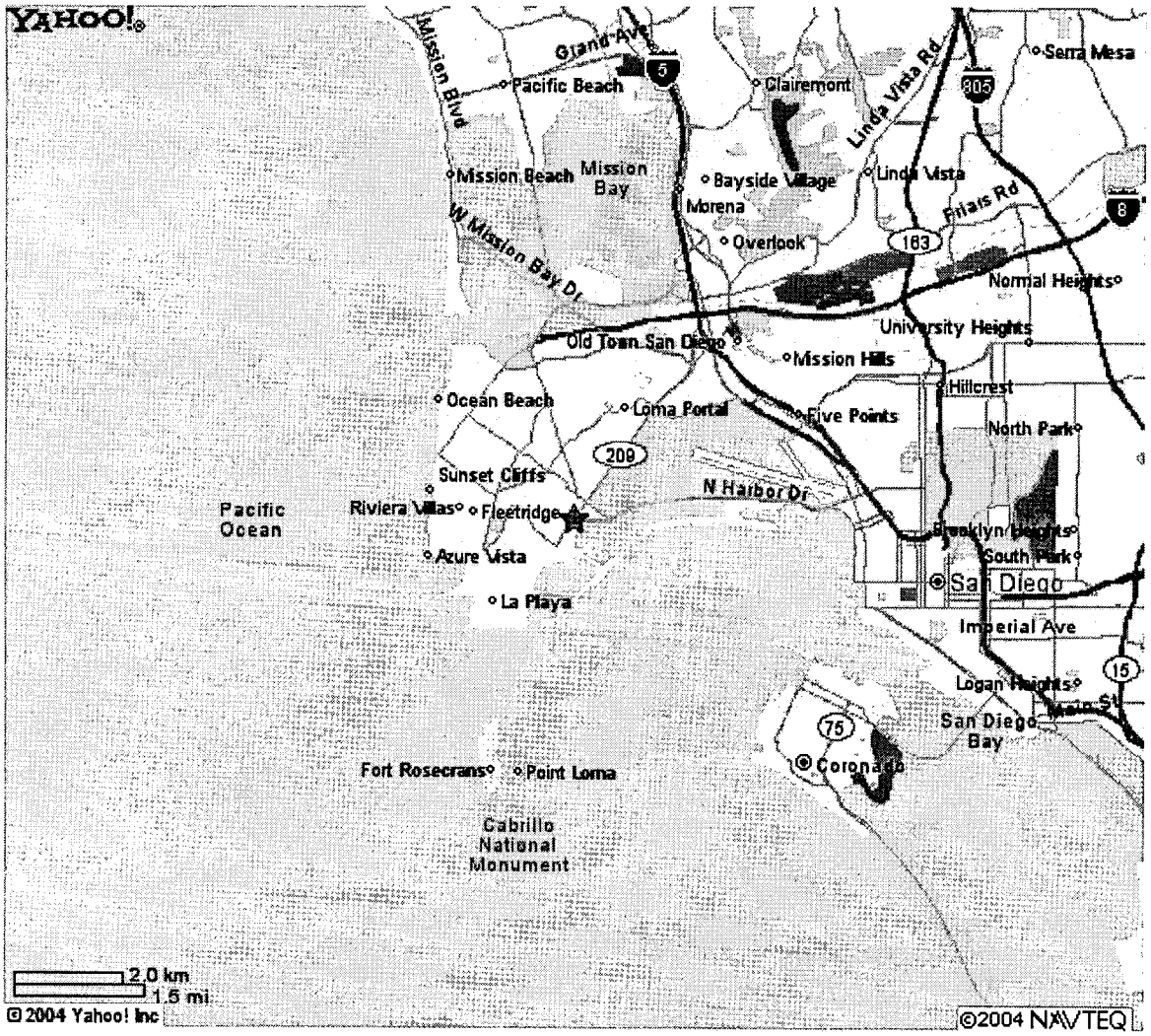
When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

EXHIBIT 22 PAGE 1 OF 5

Yahoo! Maps - San Diego, CA 92106-2260

« Back to Map

★ **1480 Rosecrans St San Diego, CA 92106-2260**



When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

EXHIBIT 22 PAGE 2 OF 5

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Yahoo! Maps - San Diego, CA 92110-5203

« Back to Map

★ **3742 Midway Dr San Diego, CA 92110-5203**

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

EXHIBIT 22 PAGE 3 OF 5

National Park Service

National Park Service
U.S. Department of the Interior

Cabrillo

National Monument
California

Fee Information
View all Fees »

On September 28, 1542, Juan Rodríguez Cabrillo landed at San Diego Bay. This event marked the first time that a European expedition had set foot on what later became the west coast of the United States. His accomplishments were memorialized on October 14, 1913 with the establishment of Cabrillo National Monument.

The park offers a superb view of San Diego's harbor and skyline. At the highest point of the park stands the Old Point Loma Lighthouse, which has been a San Diego icon since 1854. A statue and museum in the Visitor Center commemorate Juan Rodríguez Cabrillo's exploration of the coast of California. In a former army building an exhibit tells the story of the coast artillery on Point Loma. In the winter, migrating gray whales can be seen off the coast. Native coastal sage scrub habitat along the Bayside Trail offers a quiet place to reflect and relax. On the west side of the park is a small but beautiful stretch of rocky-intertidal coastline.

Designation

National Monument - October 14, 1913

EXHIBIT 22 PAGE 4 OF 5

National Park Service

National Park Service
U.S. Department of the Interior

Cabrillo

National Monument

FACTS

Acreage
Gross Area Acres for FY 2004 - 160
Gross Area Acres for FY 2003 - 160
Gross Area Acres for FY 2002 - 160

Visitation
Total Recreation Visits for FY 2004- 936,703
Total Recreation Visits for FY 2003- 960,182
Total Recreation Visits for FY 2002- 1,045,510

Budget
FY 2004 Annual Budget is $1,258,000
FY 2003 Annual Budget is $1,262,000
FY 2002 Annual Budget is $1,260,000

EXHIBIT 22 PAGE 5 OF 5

Yahoo! Driving Directions

Ex 23

Starting from: A 1480 Rosecrans St, San Diego, CA 92106-2260

Arriving at: B Twentynine Palms, Yucca Valley, CA

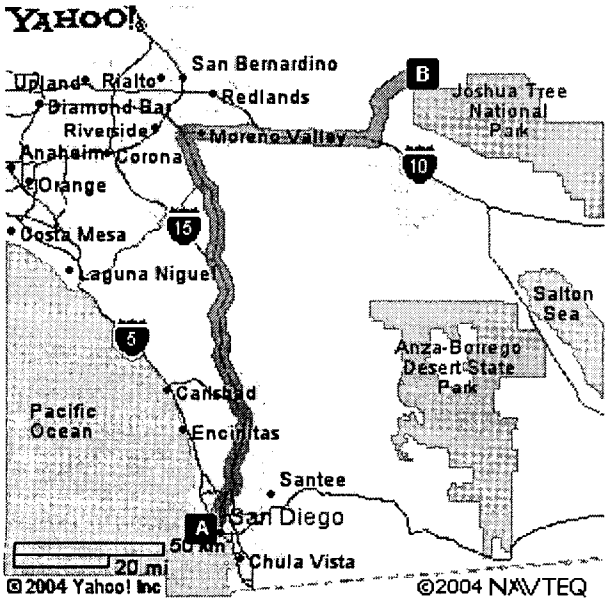
Distance: 154.9 miles **Approximate Travel Time:** 2 hours 32 mins

Your Directions

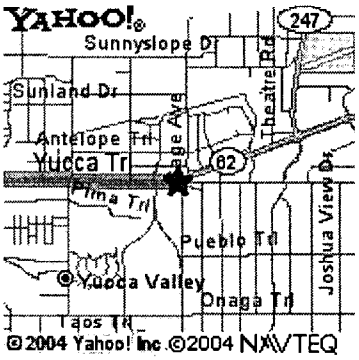
1.	Start at **1480 ROSECRANS ST, SAN DIEGO** on **CA-209 NORTH** going towards **HUGO ST,N HARBOR DR** - go **2.5** mi
2.	Continue on **CAMINO DEL RIO W** - go **0.1** mi
3.	Take **I-8 EAST** towards **EL CENTRO** - go **2.4** mi
4.	Take the **CA-163 NORTH** exit towards **ESCONDIDO** - go **7.4** mi
5.	Take the **I-15 NORTH** exit - go **51.4** mi
6.	**I-15 NORTH** becomes **I-215 NORTH** - go **29.5** mi
7.	Take the **CA-60 EAST** exit towards **BEAUMONT/INDIO** - go **17.9** mi
8.	Take **I-10 EAST** towards **BEAUMONT** - go **22.4** mi
9.	Take the **CA-62** exit towards **29 PALMS/YUCCA VALLEY** - go **21.2** mi
10.	Arrive at **[56862-56899] TWENTYNINE PALMS HWY, YUCCA VALLEY**

When using any driving directions or map, it's a good idea to do a reality check and make sure the road still exists, watch out for construction, and follow all traffic safety precautions. This is only to be used as an aid in planning.

Your Full Route



Your Destination



Address:
Twentynine Palms
Yucca Valley, CA

EXHIBIT 23 PAGE 1 OF 1