



BULKY DOCUMENTS

(Exceeds 300 pages)

Proceeding/Serial No: 92043152

Filed: 07-15-2008

Title: Petitioner's Trial Brief

Part 3 of 3



Processed by Duane Foster



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

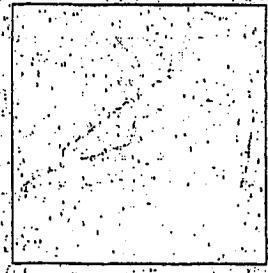
Business Tax Certificate No.
86015722

Effective Date of Change: _____

REPORTING CHANGE IN:
 (Please check all applicable)

ZUC NO.

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



OWNER'S NAME: CLAUDIA VALLARTA-SANTANA

BUSINESS NAME: SANTANA'S MEXICAN FOOD

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

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

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.)

[Signature] OWNER'S SIGNATURE: _____ DATE: 1-27-92

(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-1027 (Rev. 8-90)

86015722

RESPONDENT'S EXHIBIT NO. (D)
 GALLEGOS V. SANTANA'S

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,

C. Vallarta-Santana
CLAUDIA VALLARTA-SANTANA

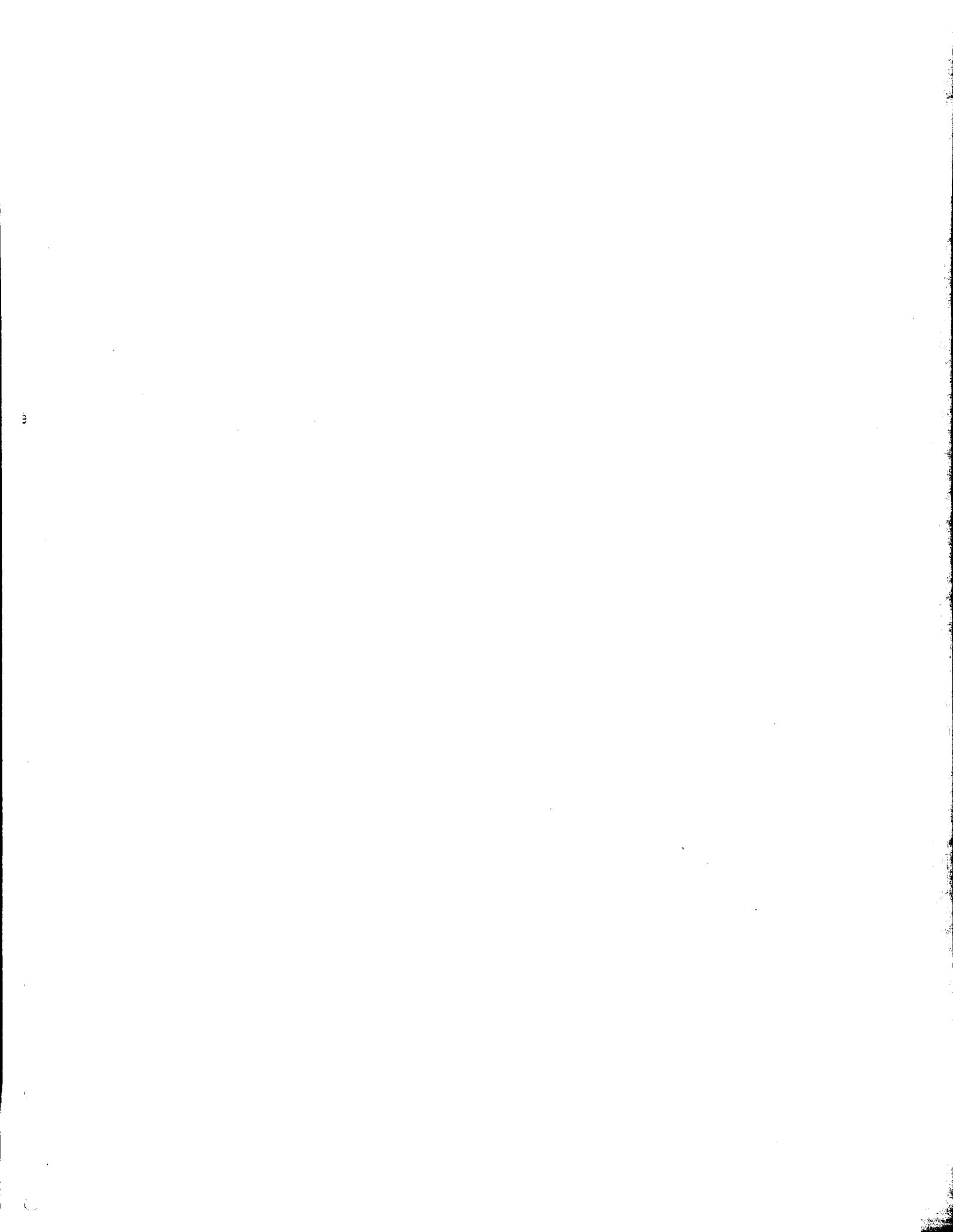
Dr. George Farres
DR. GEORGE FARRES

Abelardo Santana
ABELARDO SANTANA

C. Vallarta-Santana
CLAUDIA VALLARTA-SANTANA

All terms & conditions of previous 12-10-91 Lease are in effect.

C. Vallarta-Santana *G. L. Farres*





RESPONDENT'S EXHIBIT NO. 12
GALLEGO V. SANTANA'S



... Es Muy Bueno

**HOME OF FAMOUS
CALIFORNIA
BURRITO**



... Es Muy Bueno



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO



PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2003-020527

JUN 24 2003
13:32

GREGORY J. SMITH

SAN DIEGO COUNTY RECORDER

FEES: 17.00
EXPIRES: JUN 24 2007
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

DEPUTY: COUNT007

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING-
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. _____

(2) LOCATED AT: 1525 MORENA BLVD. SAN DIEGO, CA 92116
(Must have Street Address of Business including City, State, and Zip -- P.O. Box not acceptable)

Mailing Address: _____

(3) THIS BUSINESS IS CONDUCTED BY:

(Optional)

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 6/1/94 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANAS GRILL, INC</u>	#2 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
<u>CALIFORNIA</u>	_____
Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	_____
City State Zip	City State Zip
#3 _____	#4 _____
Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
_____	_____
Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	_____
City State Zip	City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) C. M. Santana (Signature of Registrant) CLAUDIA SANTANA Vice-President (Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE. NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE). IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By B. Fregoso Deputy



GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2002-014853

MAY 16 2002
08:47

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 17.00
EXPIRES: MAY 16 2007
DEPUTY: PGENTSCH
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

SEE BACK OF FORM
FOR INSTRUCTIONS

- \$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
- \$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
- \$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

Renewal Notification is an additional \$5.00 fee

- a. SANTANA'S MEXICAN GRILL
- b. _____

(2) LOCATED AT: 580 SOUTH PACIFIC ST. SAN MARCOS CA 92069
(Must have Street Address of Business including City, State, and Zip - P.O. Box not acceptable)

Mailing Address: 2067 CECILIA TEGO SAN DIEGO CALIF. 92110
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 12/10/01 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

- #1 SANTANA'S GRILL, INC. #2 _____
Owner's Name or Corporation Name if incorporated
CALIFORNIA _____
Residence Address or give STATE if incorporated
City State Zip City State Zip
- #3 _____ #4 _____
Owner's Name or Corporation Name if incorporated
Residence Address or give STATE if incorporated
City State Zip City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) _____
Signature of Registrant

ABELARDO SANTANA LEE
(Print name of person signing and, if Corporate Officer, also state title)
President

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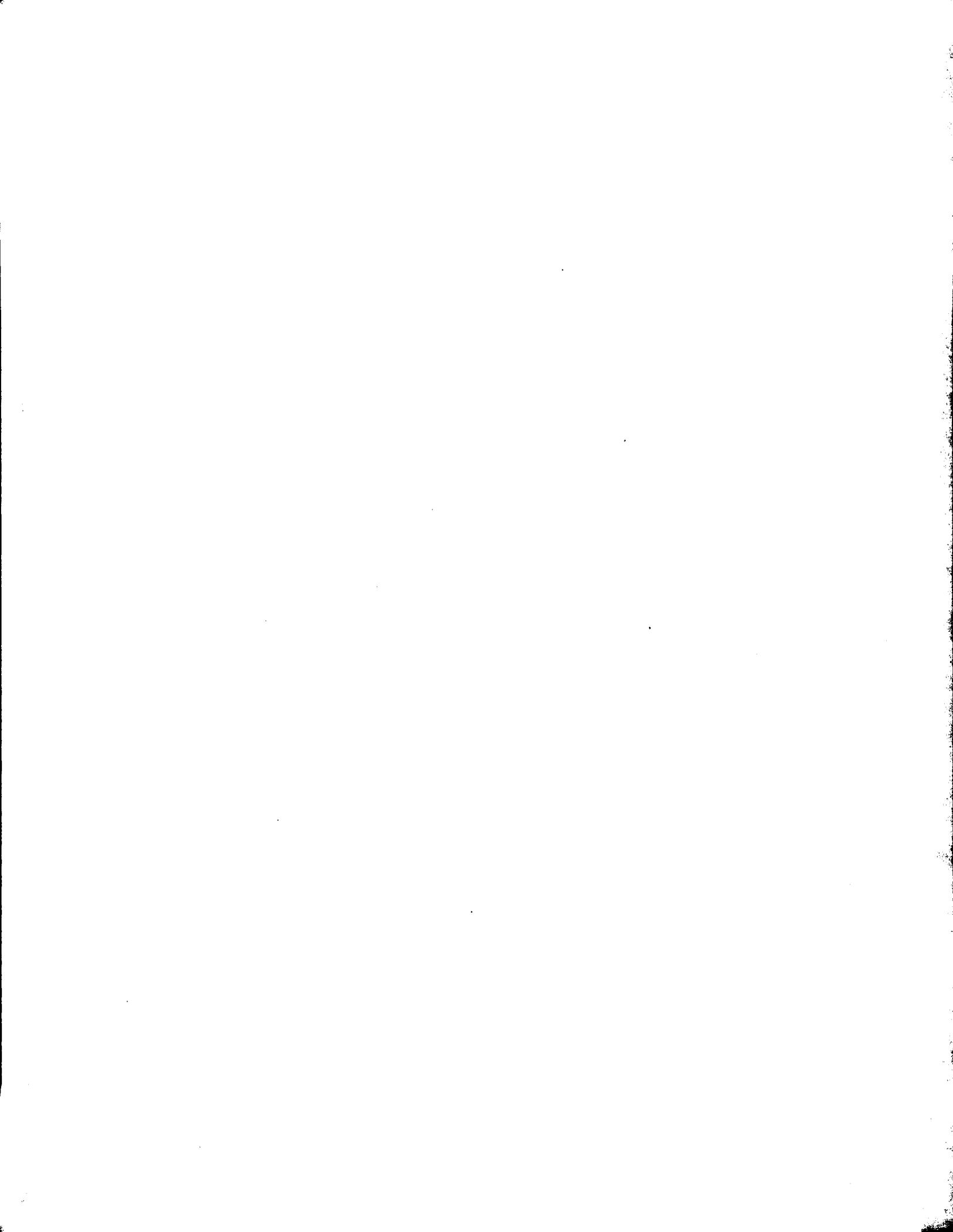


CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By PGentsch Deputy

FOR BANK AND OTHER AGENCY

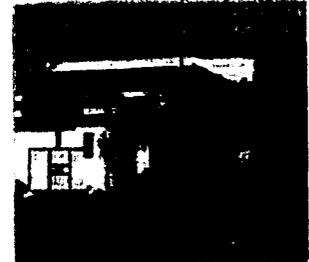


HOME * MENU * EMAIL-US * SPECIAL OFFER * CABO SAN LUCAS SWEEPSTAKES

OPENING SOON IN



HOME OF FAMOUS CALIFORNIA BURRITO



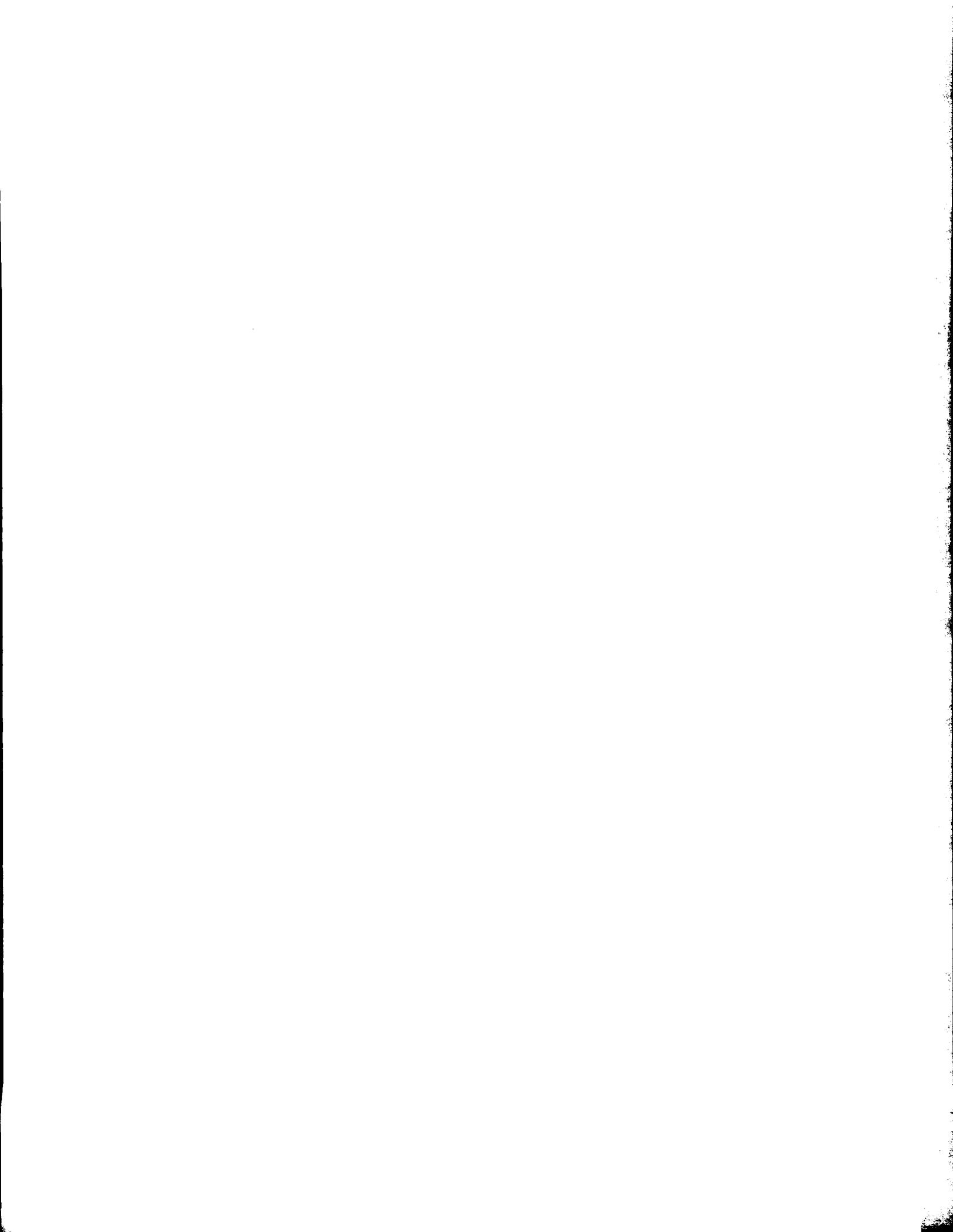
Thanks to you we have been serving you in San Diego, since 1987. We believe that **FRESHER is BETTER** that's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD, ATM MACHINE, A FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:

OPEN 24/7



HOME*MENU*EMAIL US*SPECIAL OFFER
ESTORE*CABO SAN LUCAS SWEEPSTAKES
© Santanas. Friday, March 28, 2008

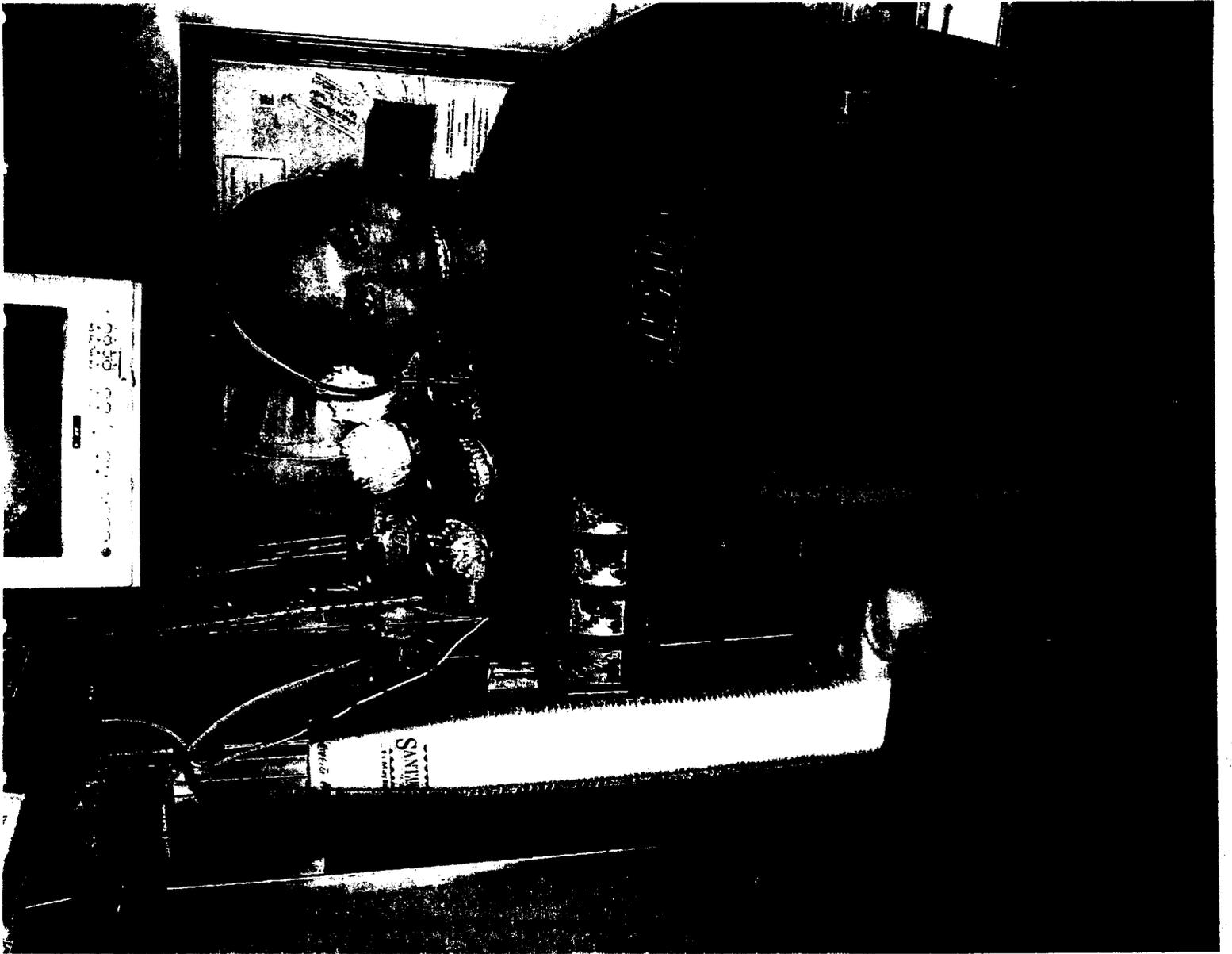
RESPONDENT'S EXHIBIT NO. 15
GALLEGO V. SANTANA'S

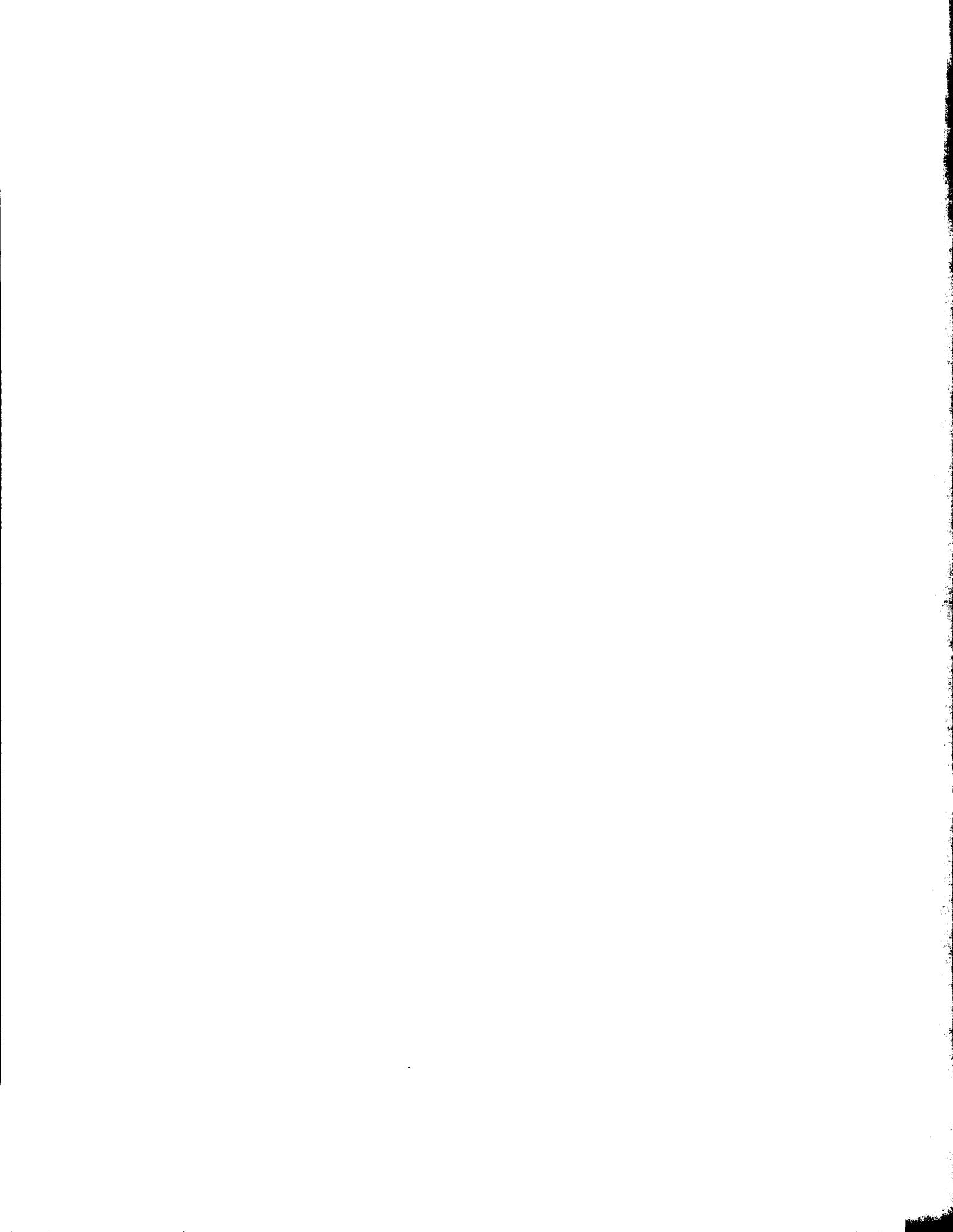




RESPONDENT'S EXHIBIT NO. 16
GALLEGO V. SANTANA'S

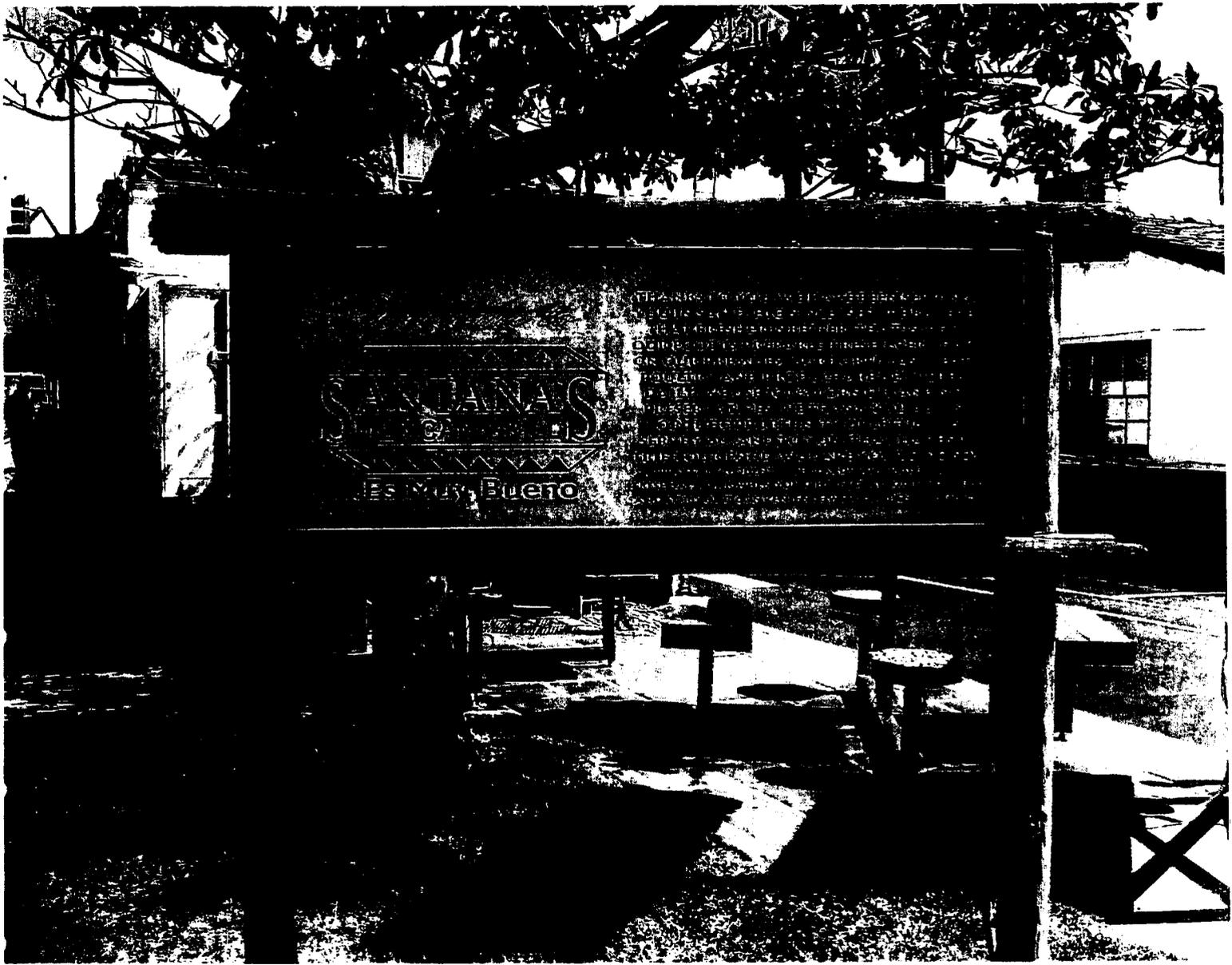








RESPONDENT'S EXHIBIT NO 17
GALLEGO V. SANTANA'S



THRU

SANTANA'S

CHIPS
 1.00 FULL ORDER (1/2)
 2.00 FULL ORDER (1)
 A LA CRIETTE OR
 CHEW CHIPS OR FRIES
 1.00 FULL ORDER (1/2)
 2.00 FULL ORDER (1)

FRITOS
 1.00 FULL ORDER (1/2)
 2.00 FULL ORDER (1)

COMBINATION PLATES
 FROM MENU BY SPECIAL ORDER

1) CARNI ASADA \$6.00
 -GRILLED CHICKEN
 -PASTOR CHICKEN
 -CARNEITAS

2) TACOS (12) \$6.00
 -CARNI ASADA
 -BEEF
 -CHORIZO CHICKEN
 -GRILLED CHICKEN
 -CARNEITAS

3) 3/4 BOWL TACOS (12) \$8.00
 -CHICKEN FLAUTA (1)

4) BURRITO (1) \$5.50
 -CARNI ASADA
 -GRILLED CHICKEN
 -CHORIZO CHICKEN
 -CARNEITAS
 -CALIFORNIA CA BIRD
 -MEXICAN SAUCE
 -GRILLED PEPPER

5) CHILE OR CHICKEN \$6.00
 -CHILE
 -CHICKEN

BREAKFAST
 8:00 AM - 11:00 AM
 BOSTON BUTTER
 PANINI PANCAKES
 BAKING PANINI

TORTAS
 CARNI ASADA, CHORIZO OR CHILLI
 CHICKEN, HAM & CHEESE \$4.00

QUESADILLAS
 TACOS \$3.00
 QUESADILLA \$3.00
 PASTOR \$3.00
 CHICKEN \$3.00

SIDES
 FRENCH FRIES \$2.00
 BAKED POTATO \$2.00
 ONION RINGS \$2.00

EXTRAS
 FRENCH FRIES \$2.00
 BAKED POTATO \$2.00
 ONION RINGS \$2.00

DESSERT
 PANINOLA \$2.00

DRINKS
 SODA \$1.00
 MOTTLED WATER \$1.00
 HOT WATER \$1.00

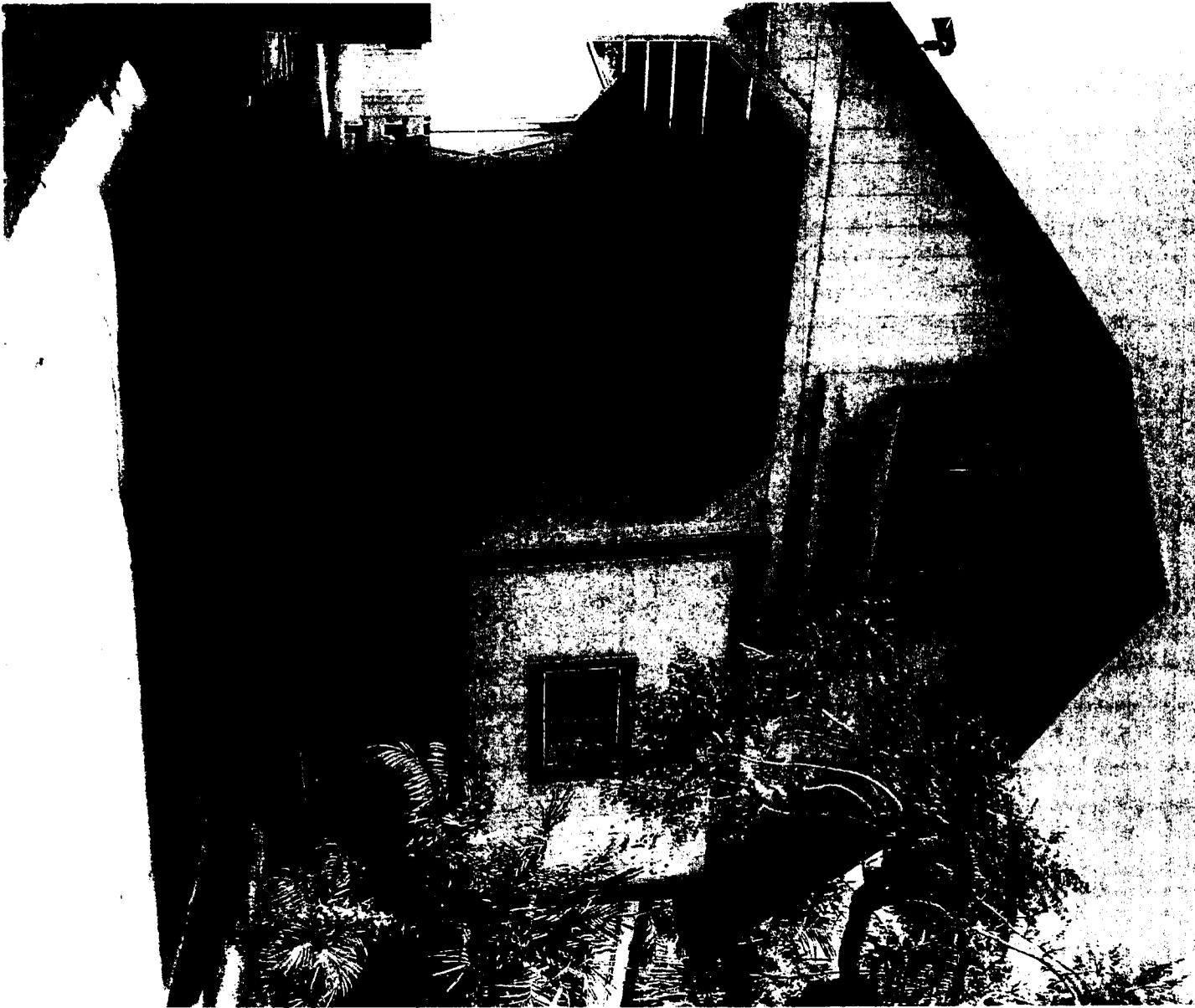


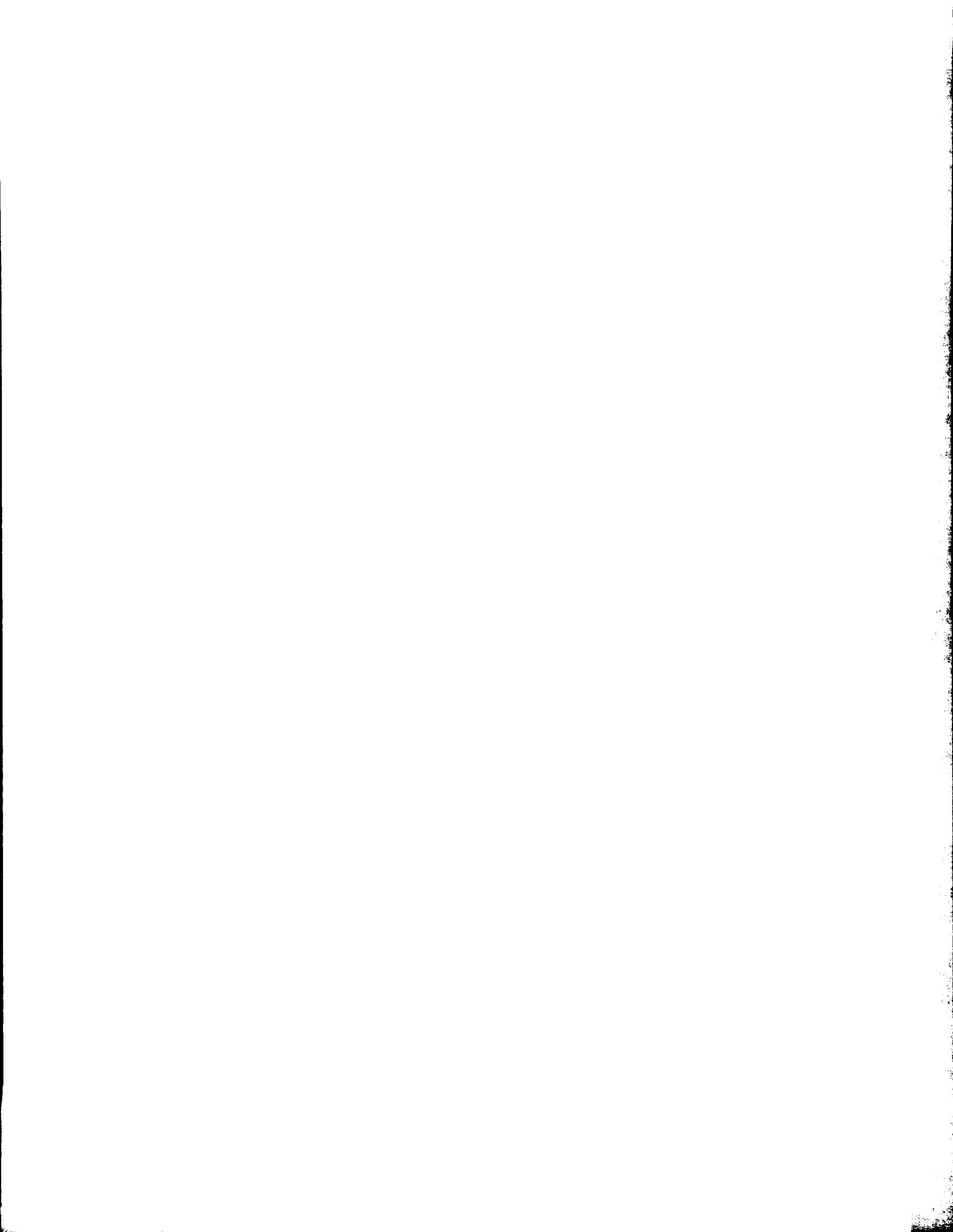
DRIVE THRU

Sun harbor
MOM

SANTANA'S

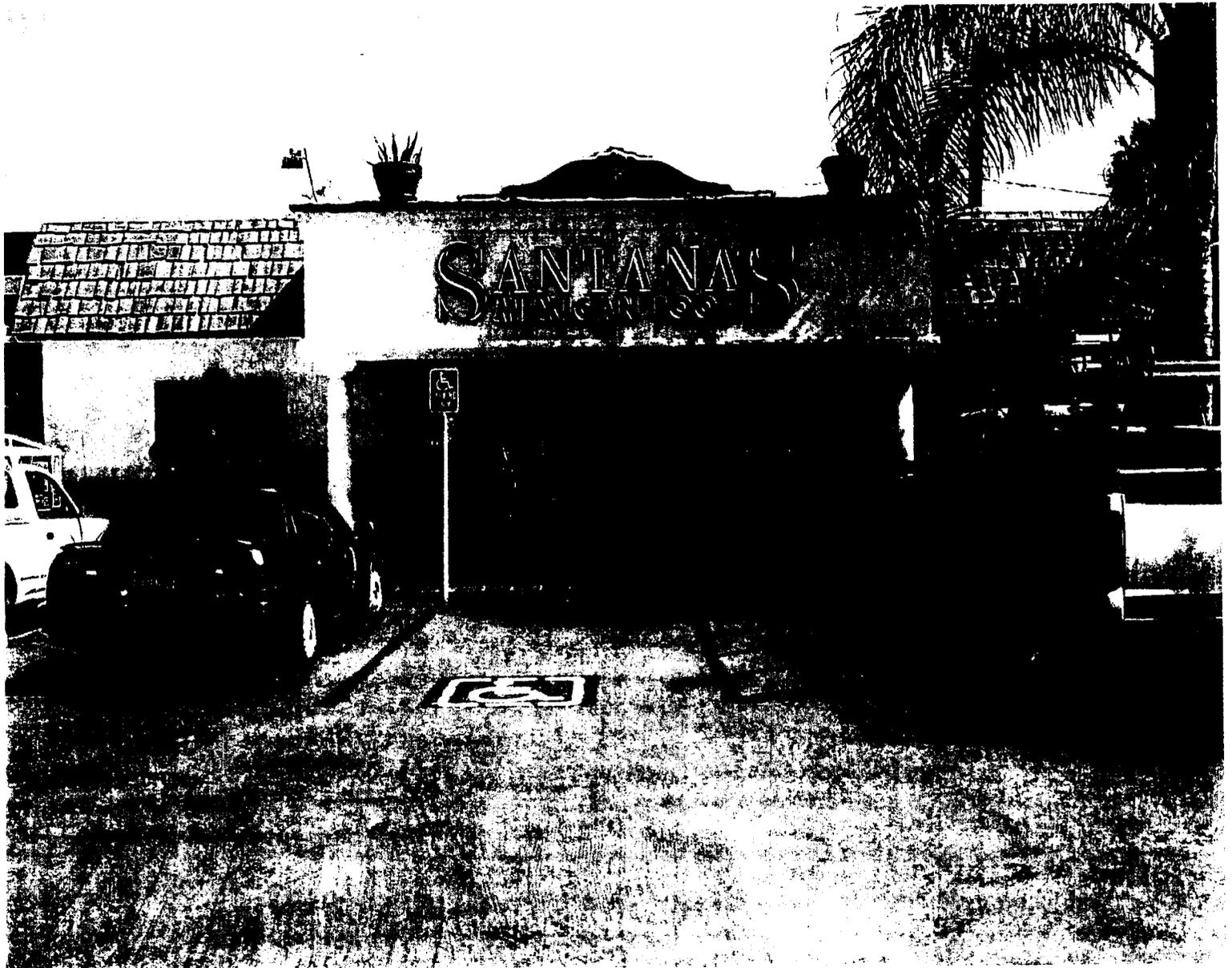
<p>PLAIN CHIPS</p> <p>1/2 DOZEN \$1.75 FULL DOZEN \$3.50 1/4 DOZEN \$0.75 FULL DOZEN \$1.50 1/2 DOZEN \$1.50 FULL DOZEN \$3.00 1/4 DOZEN \$0.75 FULL DOZEN \$1.50 1/2 DOZEN \$1.50 FULL DOZEN \$3.00</p> <p>BURRITOS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>TOSTADAS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>TACOS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p>	<p>COMBINATION PLATES</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>DESSERT</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p>	<p>BREAKFAST</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>TORTAS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>QUESADILLAS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>SIDES</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>EXTRAS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p> <p>DRINKS</p> <p>1) 1/2 CALIFORNIA \$4.99 2) 1/2 CALIFORNIA \$4.99 3) 1/2 CALIFORNIA \$4.99 4) 1/2 CALIFORNIA \$4.99</p>
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RESPONDENT'S EXHIBIT NO. 18
GALLEGO V. SANTANA'S





THE

ORDER
HERE

DRINKS

... .. 1.50
 2.00
 2.50
 3.00
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 4.00
 4.50
 5.00
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 9.00
 9.50
 10.00

COMBINATION PLATES

... .. 14.95
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 16.95
 17.95
 18.95
 19.95
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 21.95
 22.95
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CHILDREN'S MENU

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 10.00

Coca-Cola

10
12
14
16
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46
48
50

LIQUOR

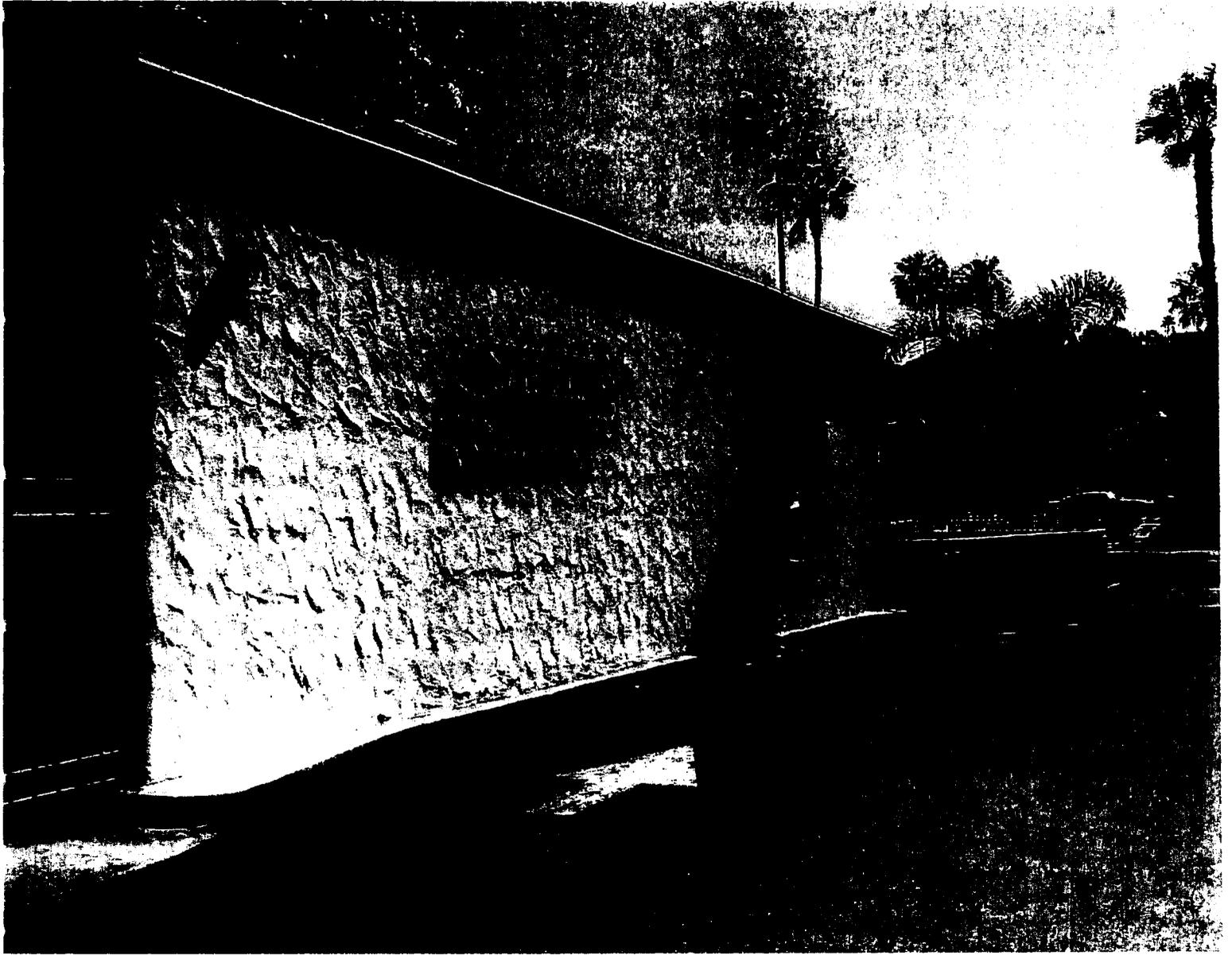


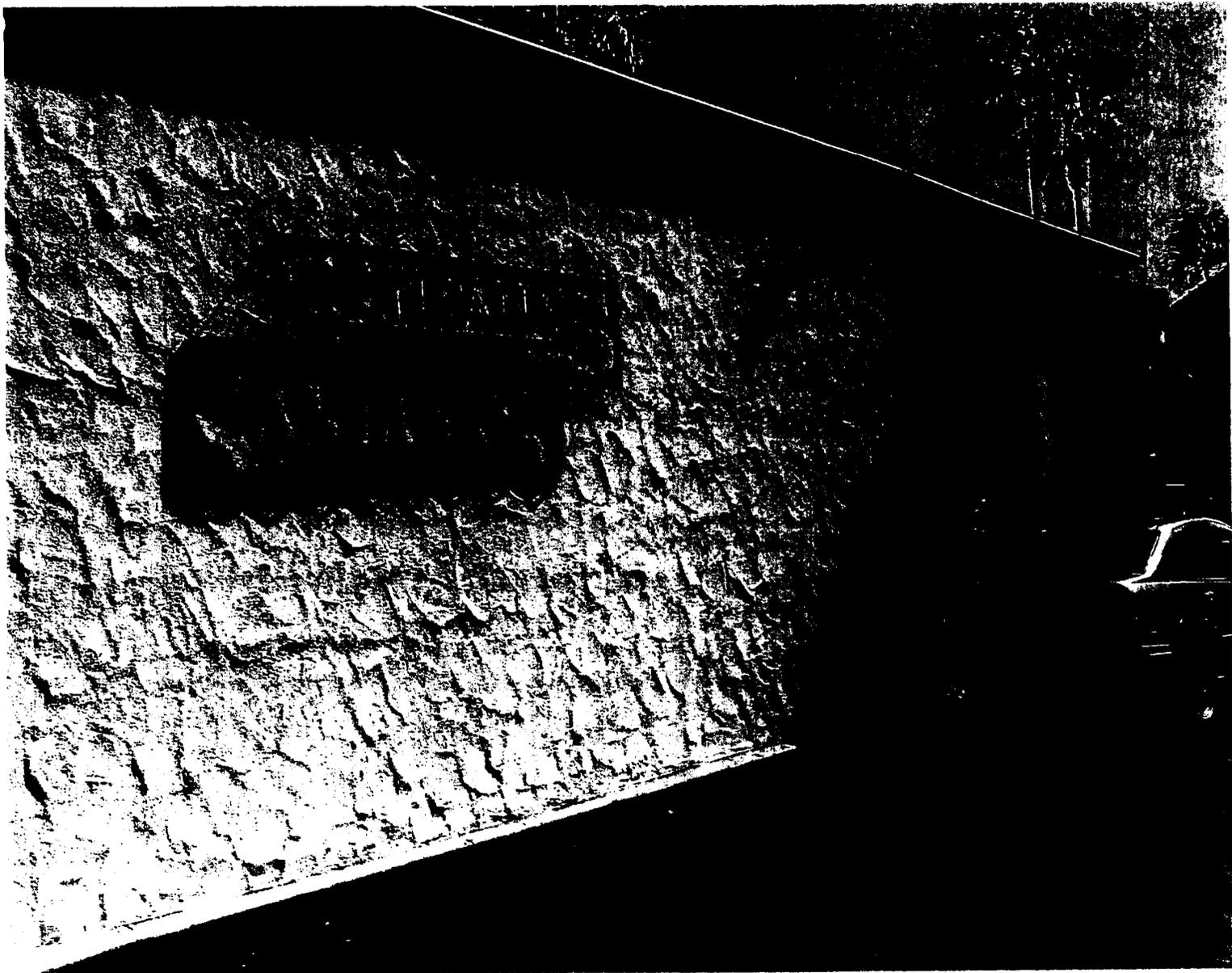
SANTANA'S
MEXICAN FOODS
OPEN 24 HOURS

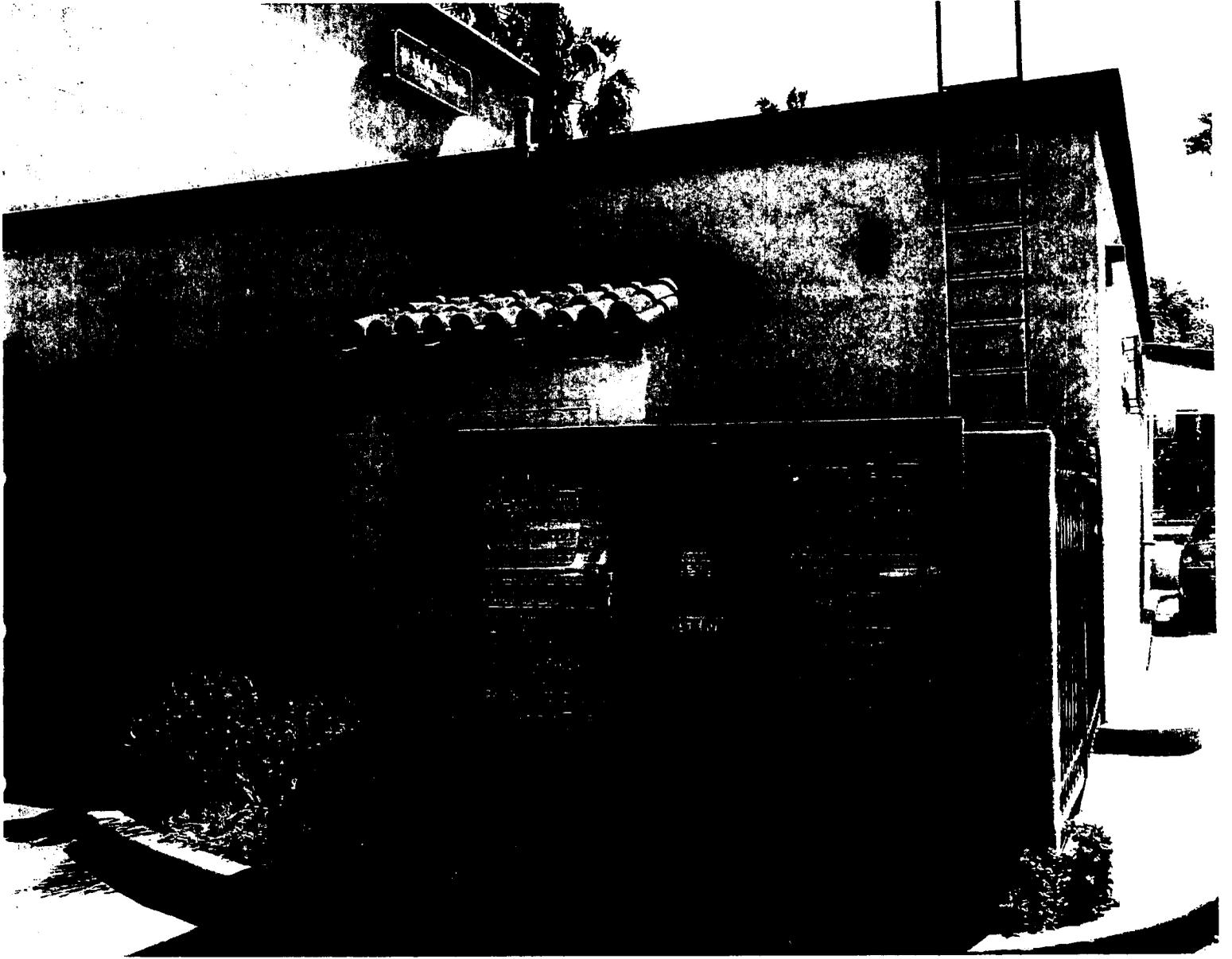


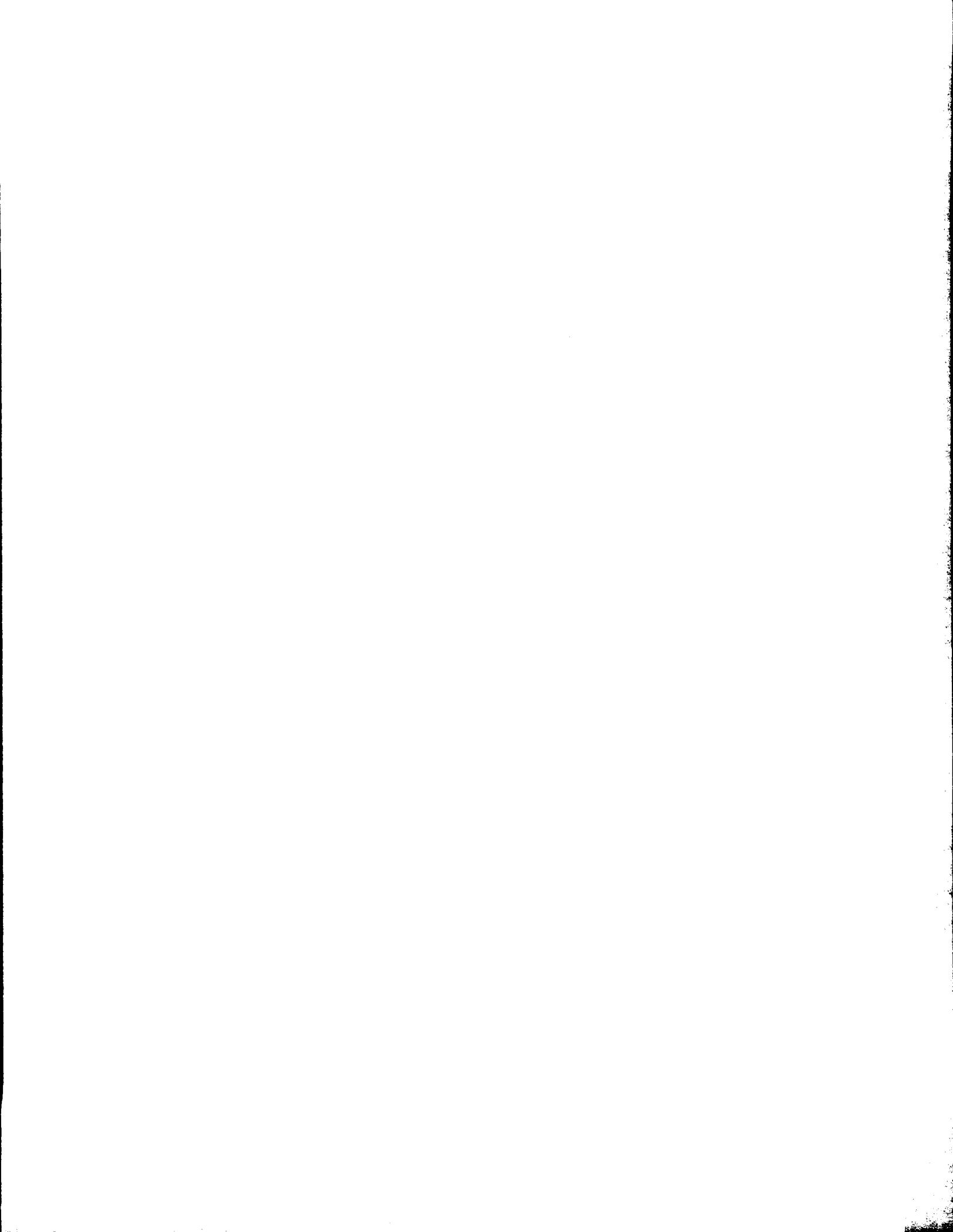
RESPONDENT'S EXHIBIT NO. 19
GALLEGO V. SANTANA'S





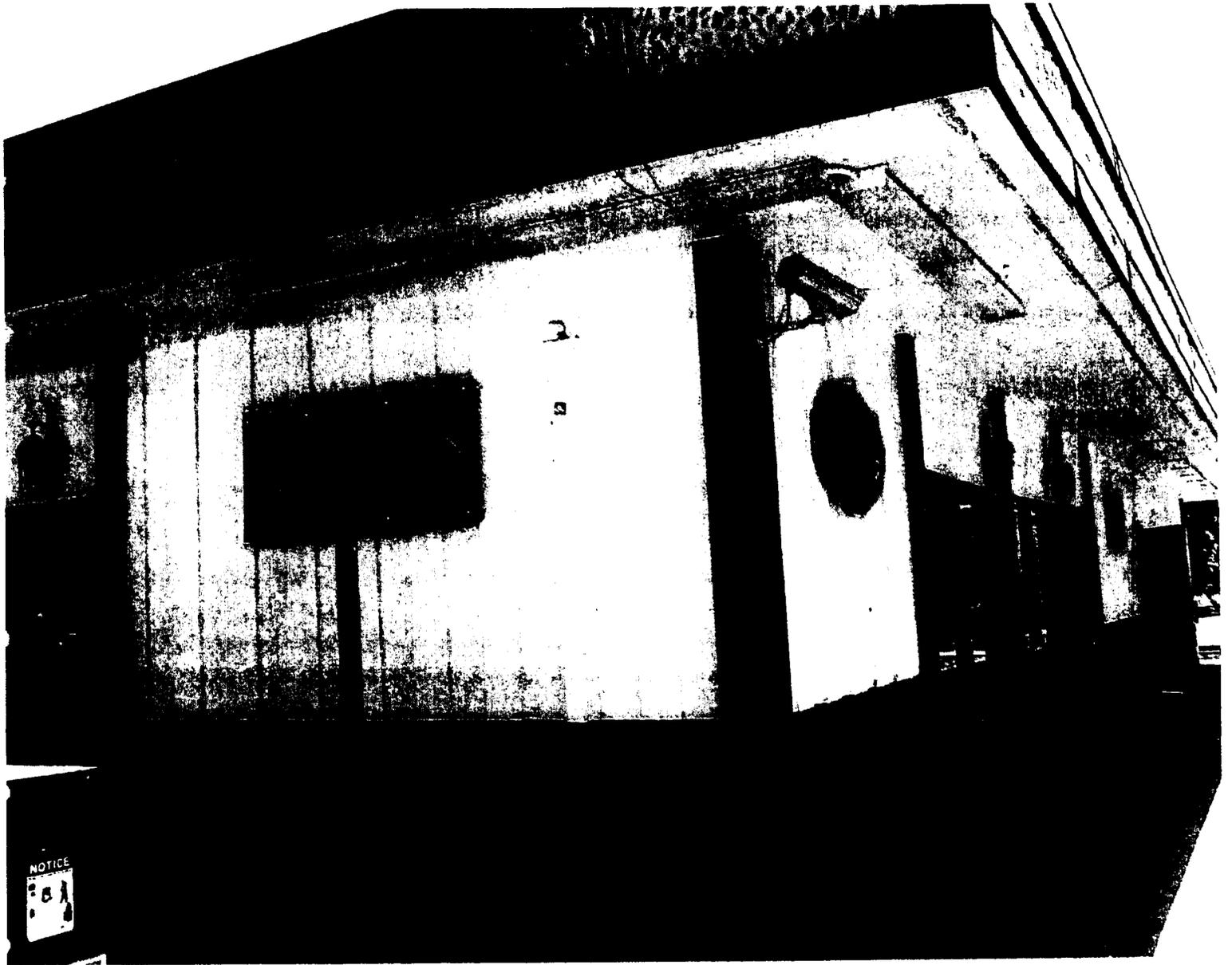


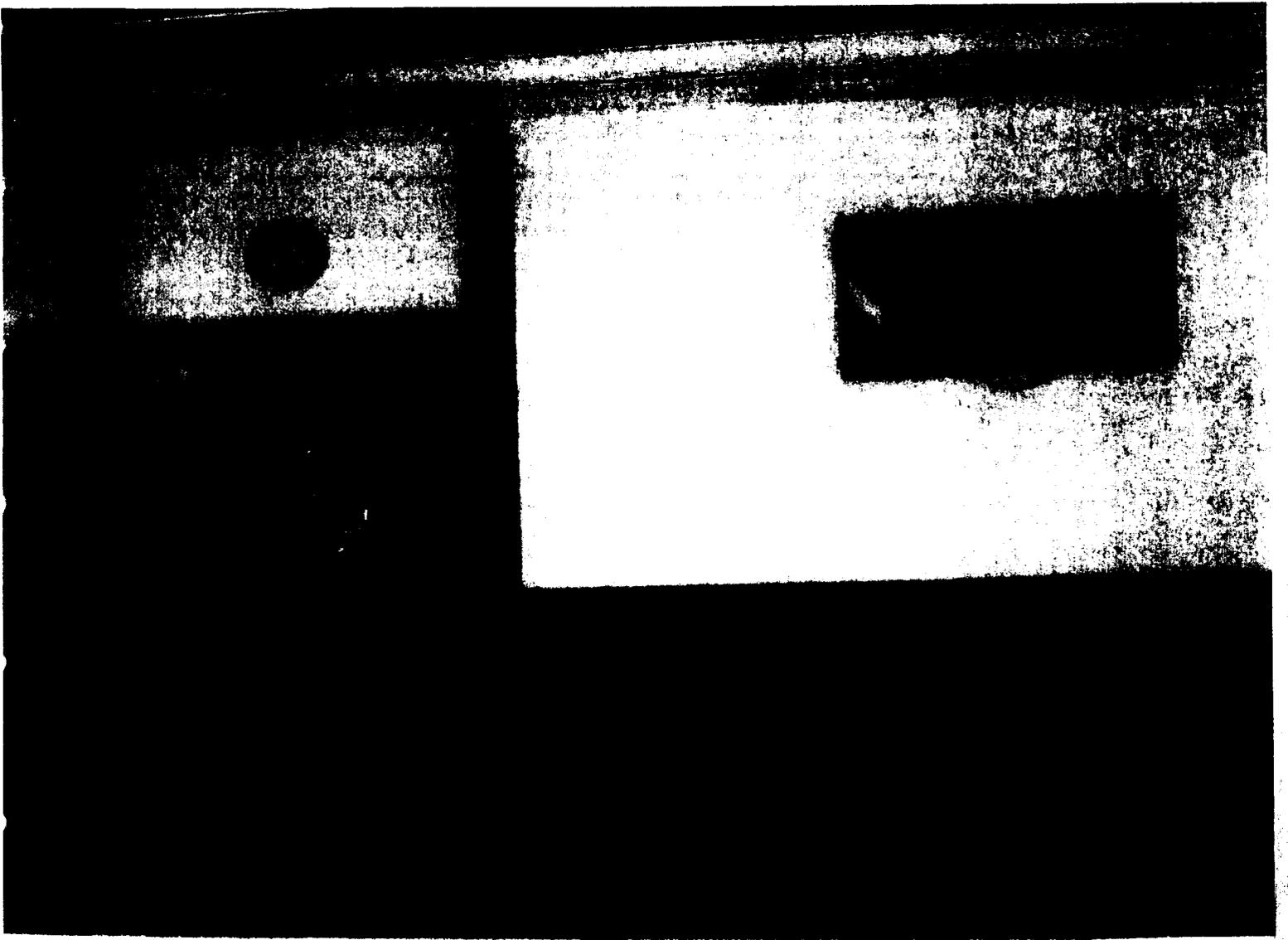


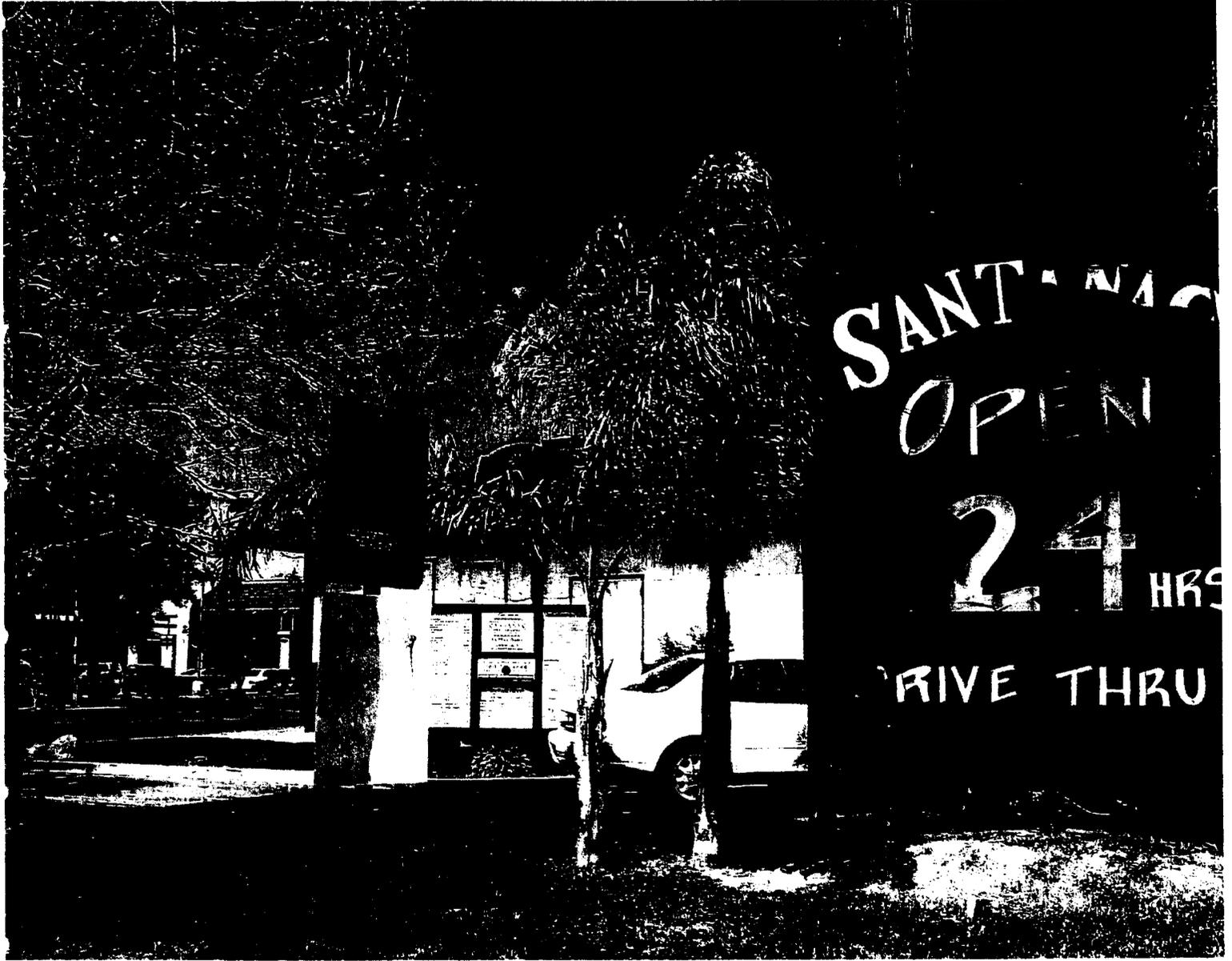




RESPONDENT'S EXHIBIT NO. 70
GALLEGO V. SANTANA'S









DESSERTS
 WITH RICE BEANS & CHIPS
 PLEASE ORDER BY NUMBER

- 1 CARNE ASADA & CARNITAS \$6.00
- 2 GRILLED CHICKEN
- 3 GRILLED FISH \$5.00
- 4 CARNE ASADA & BEANS \$5.00
- 5 CHICKEN & BEANS
- 6 GRILLED CHICKEN & CARNITAS
- 7 GRILLED FISH & BEANS
- 8 BEEF ROLLER TACOS (4)
- 9 CHICKEN TACOS (4) \$4.75
- 10 BEEF ROLLER TACOS (4)
- 11 CHICKEN TACOS (4)
- 12 BEEF ROLLER TACOS (4)
- 13 CHICKEN TACOS (4)
- 14 BEEF ROLLER TACOS (4)
- 15 CHICKEN TACOS (4)
- 16 BEEF ROLLER TACOS (4)
- 17 CHICKEN TACOS (4)
- 18 BEEF ROLLER TACOS (4)
- 19 CHICKEN TACOS (4)
- 20 BEEF ROLLER TACOS (4)
- 21 CHICKEN TACOS (4)
- 22 BEEF ROLLER TACOS (4)
- 23 CHICKEN TACOS (4)
- 24 BEEF ROLLER TACOS (4)
- 25 CHICKEN TACOS (4)

- CARNE ASADA (GRILLED)
- CHICKEN (GRILLED)
- PACHIOTE CHICKEN
- 1 LB. YEGGIE
- BEAN AND CHEESE
- CHICKEN CHEDDAR
- SHRIMP

Welcome to
SANTANA'S
 MEXICAN GRILL

...Es Muy Bueno
 HOME OF THE FAMOUS
 CALIFORNIA
 BURRITO
 OPEN 24/7
 NEW SANTANAS

QUESADILLAS

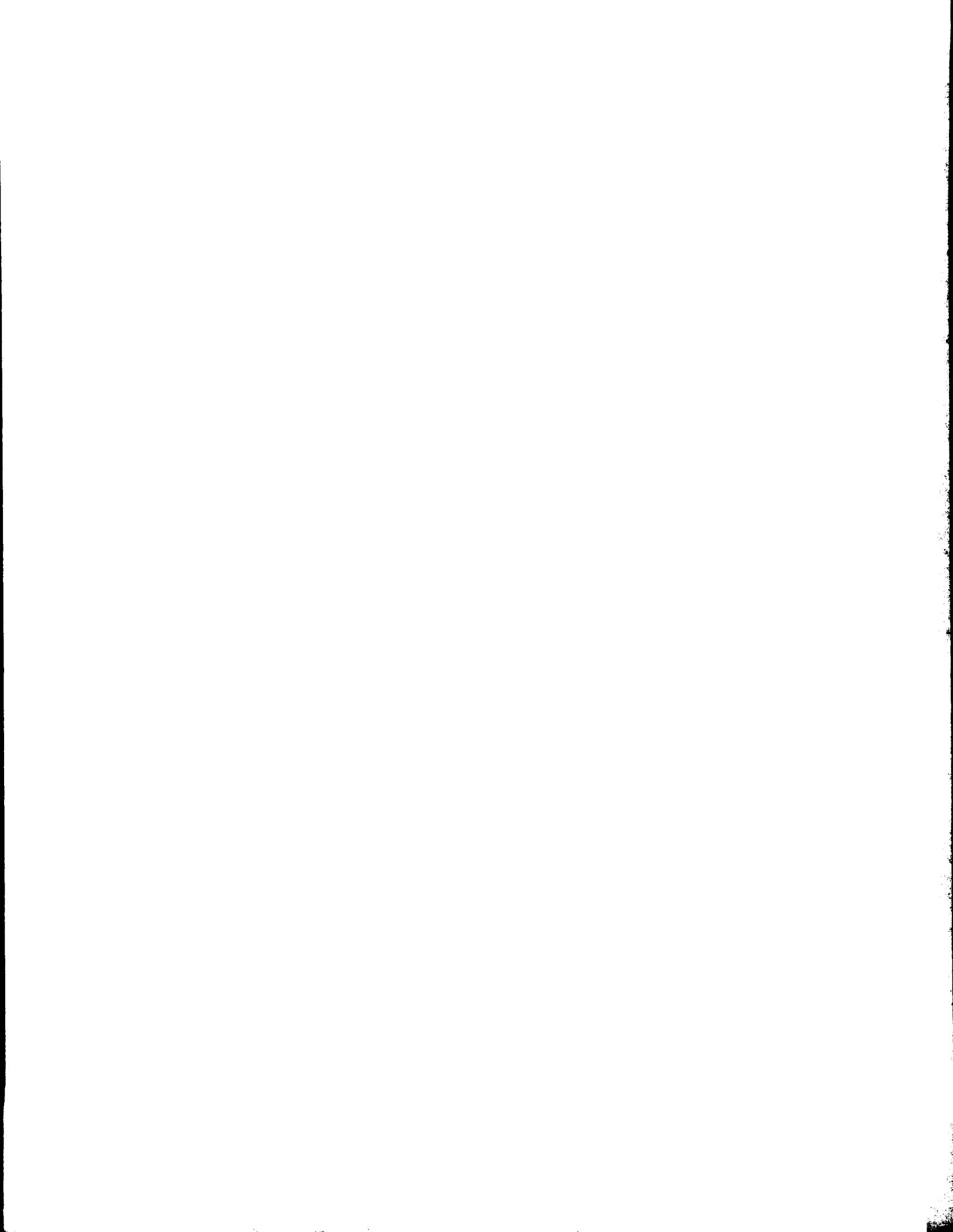
- **TECATE** PACHIOTE OR GRILLED CHICKEN OR CARNE ASADA - 8 INCH CHEESE SERVED WITH SIDES OF SOUR CREAM, QUESADILLA, MEXICAN SALSA & CHIPS \$5.50
- **QUESOMUSH** PACHIOTE OR GRILLED CHICKEN OR CARNE ASADA JACK CHEESE & MUSHROOMS WITH SIDES OF MEXICAN SALSA & CHIPS \$5.50
- **VALLARTA** GRILLED CHICKEN OR CARNE ASADA, JACK CHEESE, WITH SIDES OF BEANS, SOUR CREAM, MEXICAN SALSA & CHIPS \$5.50
- **JACK OR CHEDDAR** \$3.75

TORTAS

- CARNE ASADA PACHIOTE CHICKEN
- GRILLED CHICKEN HAM & CHEESE \$4.00

TOSTADAS

- BEANS \$3.75
- CHICKEN





RESPONDENT'S EXHIBIT NO. 71
GALLEGO V. SANTANA'S









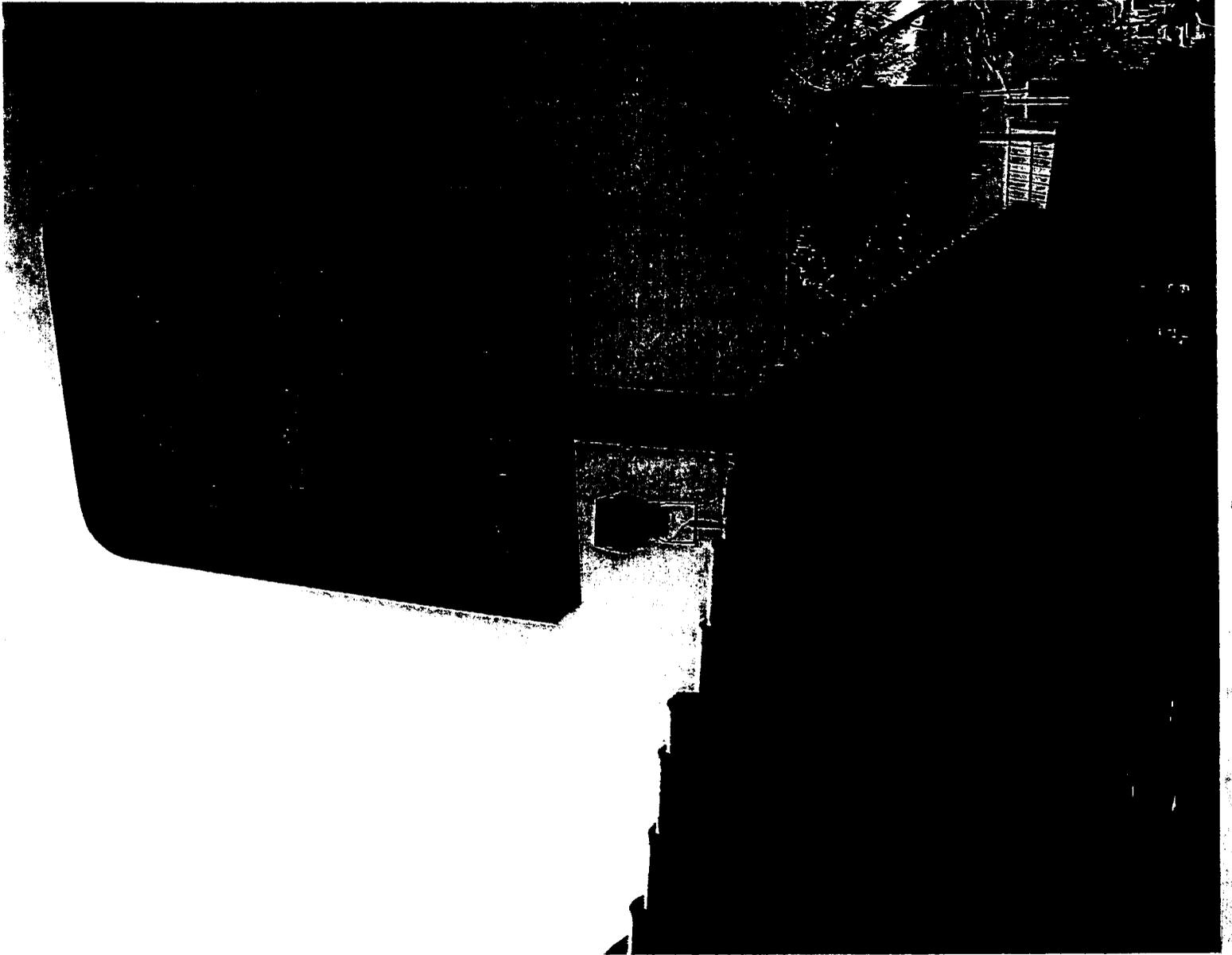
WRITTA
\$4.25
LILLED
AS
\$4.25
\$4.25
 WITH YOUR
 ICE POTATOES
\$4.00
\$2.75
CASS \$5.00
 LETTUCE,
 SEE US TODAY
\$5.00
\$4.25
\$5.00

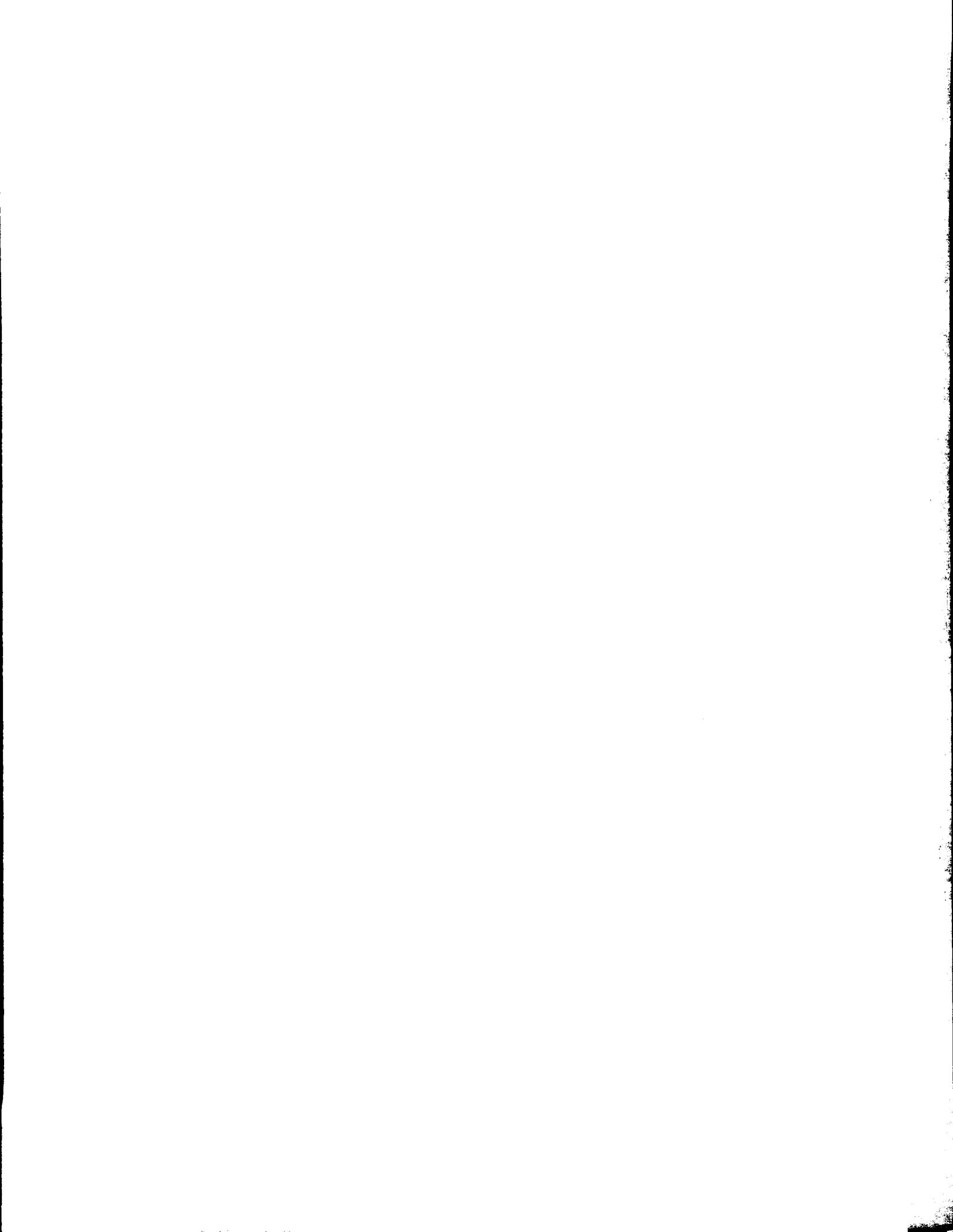
COMBINATION PLATE
 WITH RICE, BEANS & CHEESE
 PLEASE ORDER BY NUMBER
1 CARNE ASADA + CARNITAS \$6.00
2 GRILLED CHICKEN \$5.00 (OR CALIFORNIA CHICKEN)
3 ACHIOTE CHICKEN \$7.00
4 SHRIMP GRILLED FISH \$7.00
5 ORDER OF 2 TACOS \$6.00
6 CARNE ASADA + GRILLED CHICKEN \$6.00
7 BEEF + CARNITAS + FISH ACHIOTE CHICKEN \$7.00
8 GRILLED FISH \$7.00
9 BEEF ROLLED TACOS (4) \$5.25
10 CHICKEN FLAUTAS (3) \$4.75
11 ORDER OF 1 BURRITO \$5.25
 12 CARNE ASADA 13 CALIFORNIA ACHIOTE CHICKEN
 14 GRILLED CHICKEN 15 CALIFORNIA GRILLED CHICKEN
 16 ACHIOTE CHICKEN 17 CALIFORNIA CARNE FISH
 18 CARNITAS 19 GRILLED FISH \$6.00
20 CHEESE OR CHICKEN ENCHILADAS (2) \$6.00
 SOUR CREAM AND CHEESE
 GREEN MILD TOMATILLO SAUCE
 QILWRED-CHILE PASTE SAUCE

SANTANA'S
MEXICAN GRILL
 ...Es Muy Bueno
 HOME OF FAMOUS CALIFORNIA BURRITO
 www.santanas.com
 OPEN 24 HOURS

QUESADILLAS
TECATE ACHIOTE OR GRILLED SHRIMP OR CARNE ASADA
 & JACK CHEESE SERVED W/ SIDE OF SOUCE CREAM \$5.50
 (OR CALIFORNIA, MEXICAN SAUCE & CHEESE)
QUESOMUSH ACHIOTE OR GRILLED CHICKEN OR
 SHRIMP OR GRILLED FISH W/ FARMER'S BUTTER & CHEESE \$5.50
VALLARTA GRILLED CHICKEN OR CARNE
 ASADA & JACK CHEESE WITH SIDE OF BEANS \$5.50
OUR CREAM MEXICAN SAUCE & CHEESE
JACK OR CHEDDAR \$1.75
TORTAS
 (WITH LETTUCE & GUACAMOLE)
CARNE ASADA + ACHIOTE CHICKEN
GRILLED CHICKEN + HAM & CHEESE \$1.00
TOSTADAS
BEANS \$2.75 CHICKEN CARNE ASADA \$3.00
 (SERVED W/ BEANS, GUACAMOLE, SHRIMP OR BEEF, GUACAMOLE)

BEST
VANILLA FLAVORED
DRINKS
BOTTLED WATER OR
8oz MILK OR
10oz ORANGE JUICE





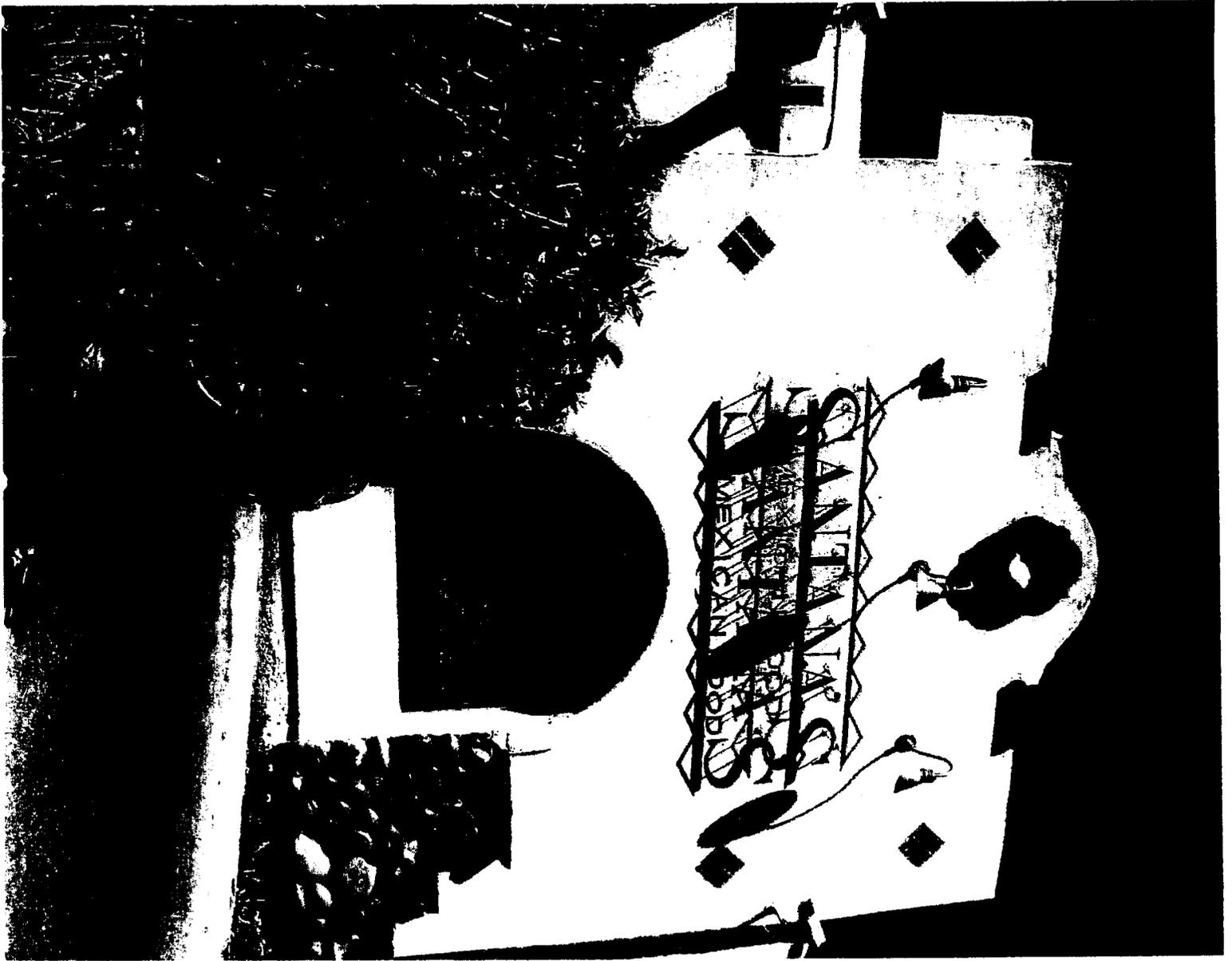


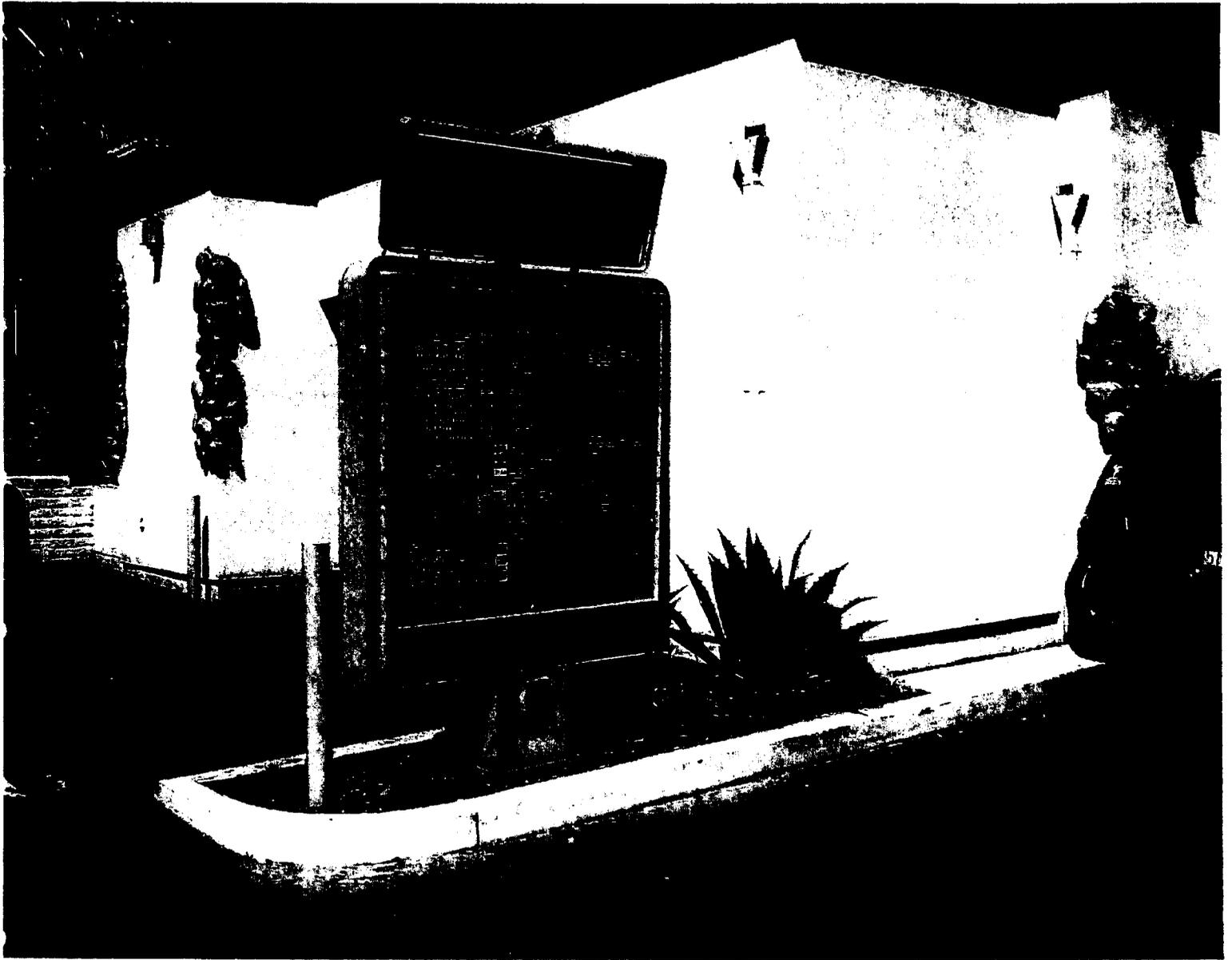
RESPONDENT'S EXHIBIT NO. 22
GALLEGO V. SANTANA'S











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



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO

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

"CALIFORNIA BURRITO", APART FROM THE MARK AS SHOWN.

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

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

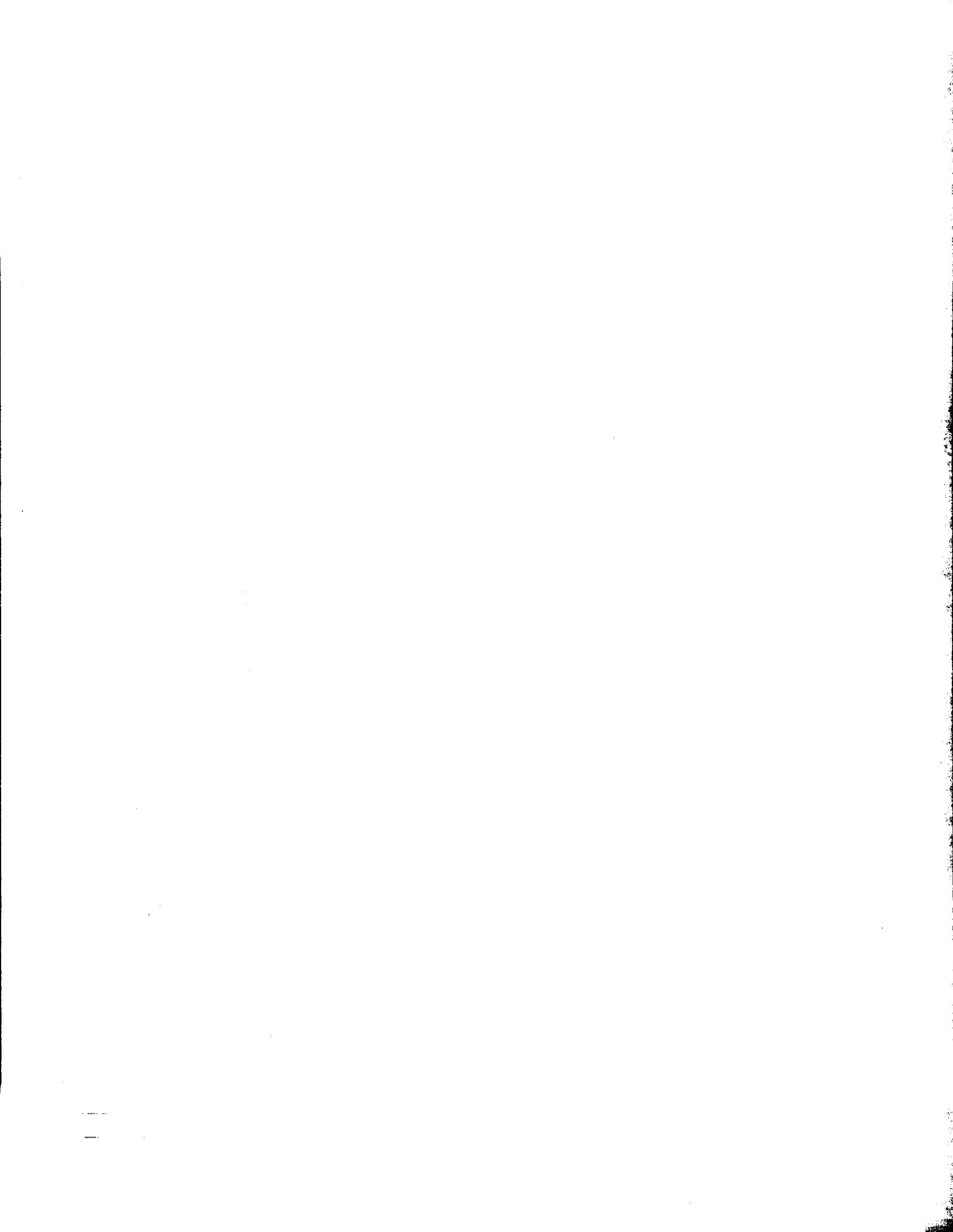
FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

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

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEXICAN FOOD" AND "CALI-

JEFFERY COWARD, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 23
GALLEGO V. SANTANA'S



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 COR-
PORATION)
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.

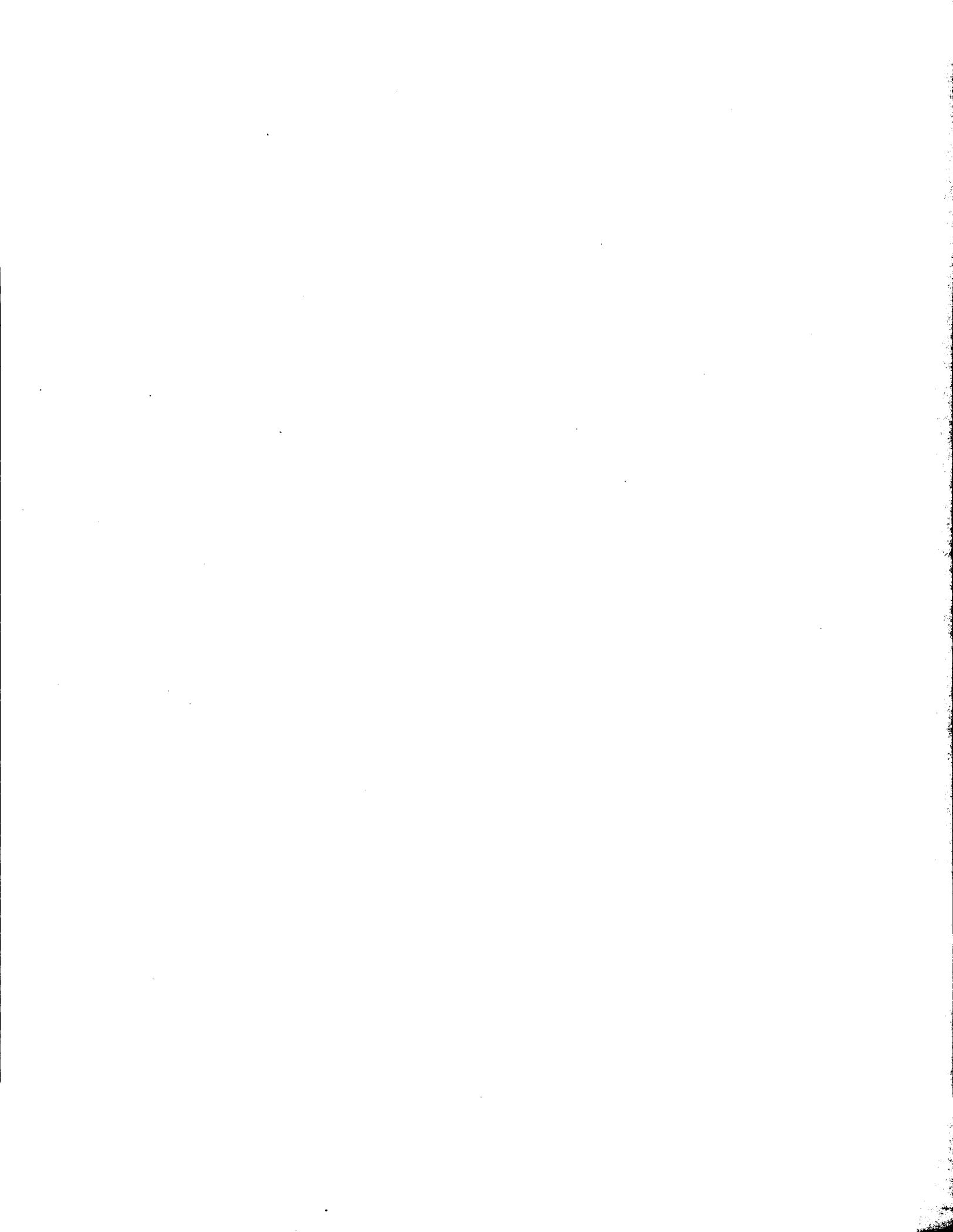
NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEXICAN FOOD", APART FROM
THE MARK AS SHOWN.

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

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

SHAVELL MCPHERSON, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 24
GALLEGO V. SANTANA'S



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 COR-
PORATION)
2067 CECILIA TERRACE
SAN DIEGO, CA 92110

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

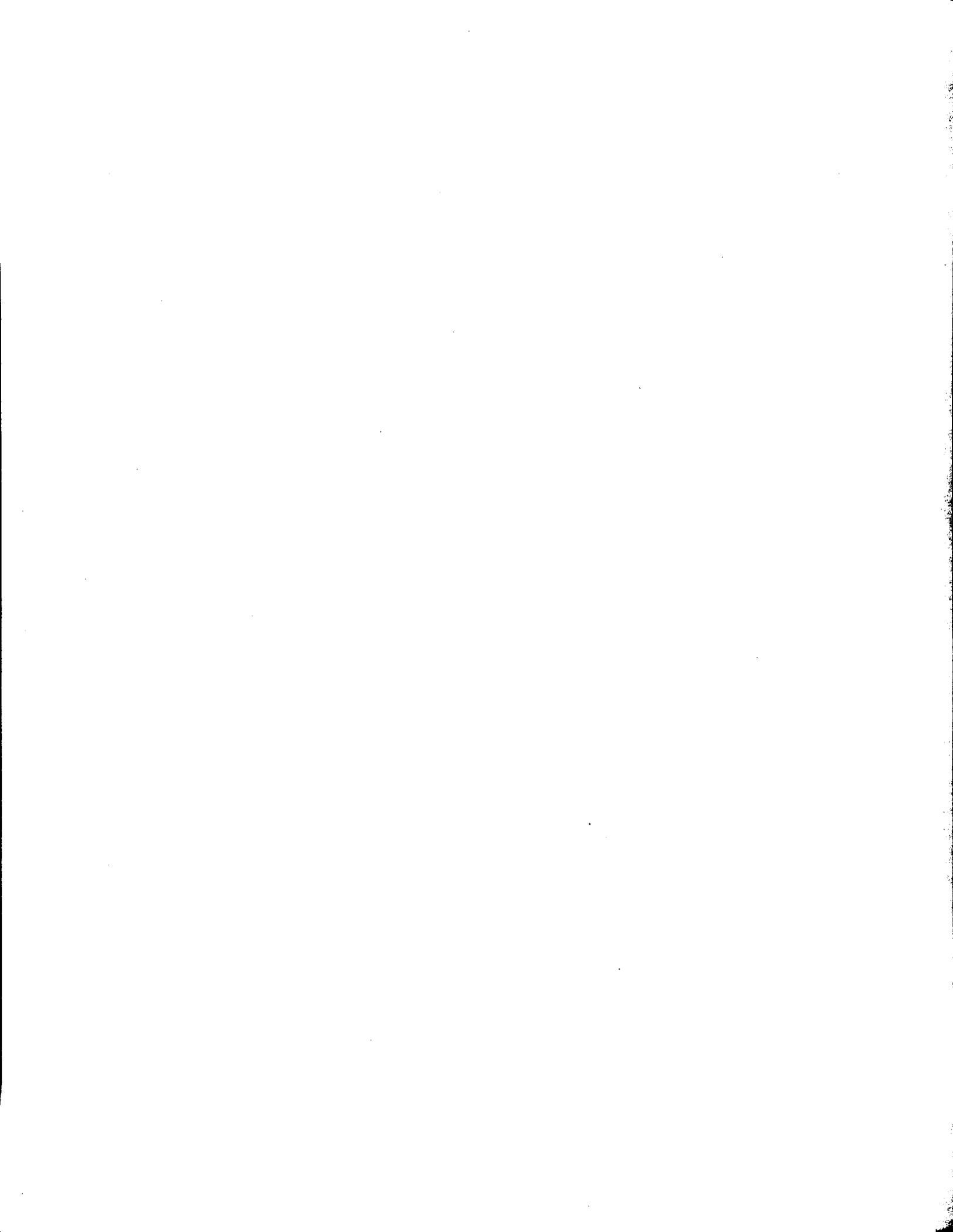
FOR: RESTAURANT SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

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

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

SHAVELL MCPHERSON, EXAMINING ATTORNEY

RESPONDENT'S EXHIBIT NO. 25
GALLEGO V. SANTANA'S



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

TACOS

CARNE ASADA * GRILLED CHICKEN OR CARNITAS \$2.00

GUACAMOLE AND MEXICAN SALSA

BEEF (SHREDDED) OR ACHIOTE CHICKEN \$2.00

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

QUESADILLAS

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

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

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

JACK OR CHeddar CHEESE \$2.75

TOSTADAS

BEANS OR CHICKEN \$2.75

TOPPED WITH BEANS, SOUR CREAM, CHeddar AND COTIJA CHEESE AND LETTUCE

DESSERT

VANILLA FLAN (CUSTARD) \$1.75

AS SEEN ON SIGNONS AND DIEGO...



LATE NIGHT-DINING

CHIPS

PLAIN \$2.00
1/2 ORDER \$0.75 FULL ORDER \$1.50
CHEESE & GUACAMOLE \$2.00
1/2 ORDER \$2.00 FULL ORDER \$3.75

CARNE ASADA, ACHIOTE OR GRILLED CHICKEN CHIPS OR FRIES \$2.00
SERVED WITH COTIJA & CHeddar CHEESE, BEANS GUACAMOLE, SOUR CREAM & MEXICAN SALSA

1/2 ORDER \$4.00 FULL ORDER \$6.00

TORTAS

CARNE ASADA * ACHIOTE OR GRILLED CHICKEN * HAM AND CHEESE \$4.00
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 PINA JAMAICA HORCHATA TAMARINDO

Sprite 24 oz \$1.30
Orange 32 oz \$1.90

BOTTLED WATER 8oz 10oz \$1.30 \$1.00

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.- TEGATE CHICKEN OR CARNE ASADA WITH JACK CHEESE, SOUR CREAM & GUACAMOLE..... 4.20
- 2.- QUESO MUSH CHICKEN OR CARNE ASADA WITH JACK CHEESE, MUSHROOMS..... 4.20
- 3.- CALIFORNIA JACK OR CHEDDAR..... 2.20

CHIPS

- 1.- PLAIN..... 1.00
- 2.- WHIT CHEESE OR SALSA..... 1.50
- 3.- W H T C H E E S E & GUACAMOLE..... 3.25
- 4.- CHIPS OR FRIES WITH 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

asa de oro

464.04.62

SANTANA'S

MEXICAN GRILL

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

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

... Es Muy Bueno

HOME OF CALIFORNIA BURRITO

- ## 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

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 TORTILLAS 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

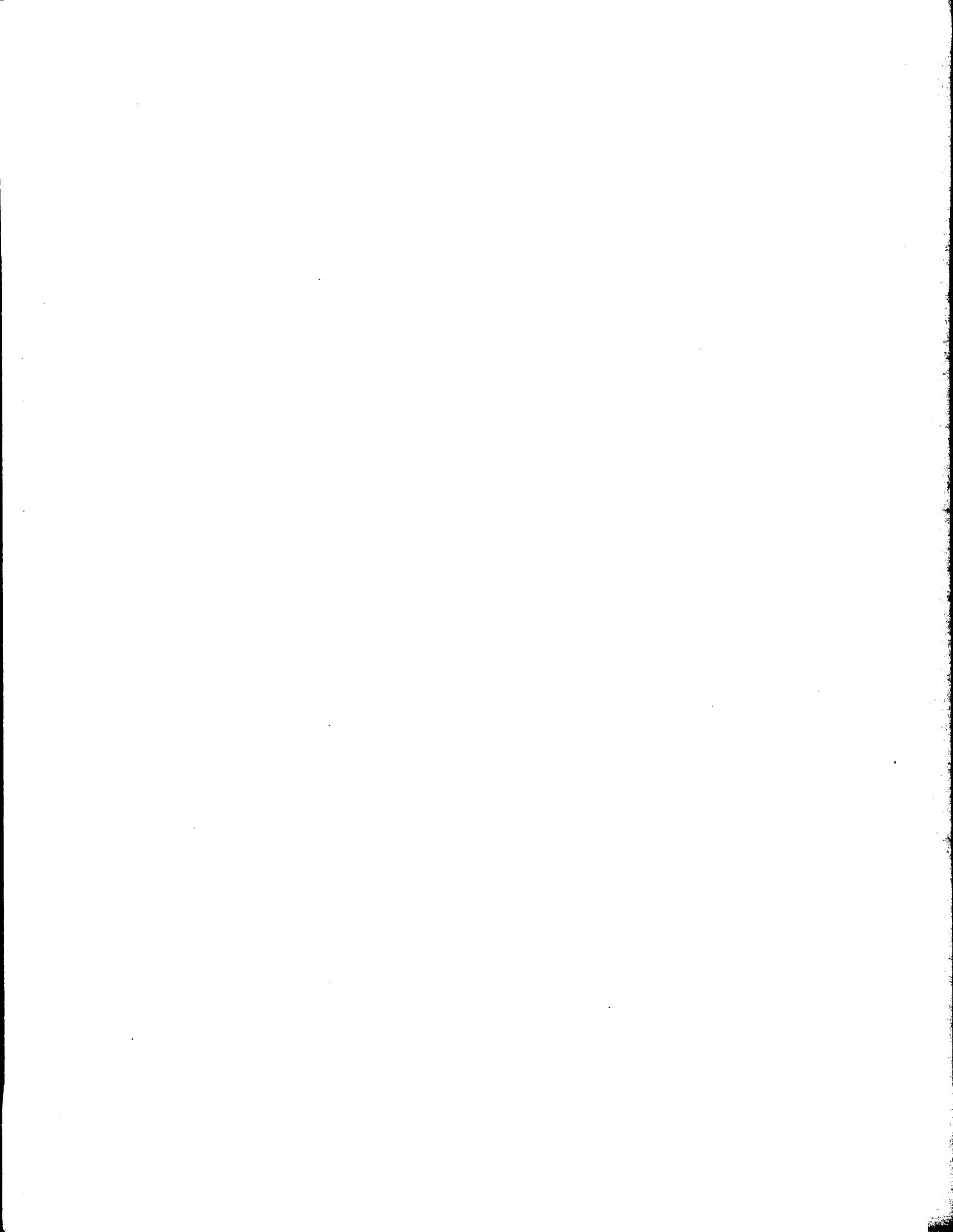
BURRITOS

- 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

RESPONDENT'S EXHIBIT NO. 27
GALLEGO V. SANTANA'S





GUARANTY OF LEASE

CB 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, California. 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 A.S.L.
E.T.S.

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Form No. 5452 Rev 4/91

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GALLEGO V. SANTANA'S

SG00062
SG00062

performance of Tenant, any such trustee or any such third party's obligations under the Lease. 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

By: _____

San Diego, Ca. 92110

Its: _____

Address

Signed on November 21, 1997, 19


Claudia V. De Santana

2067 Cecelia Terrace

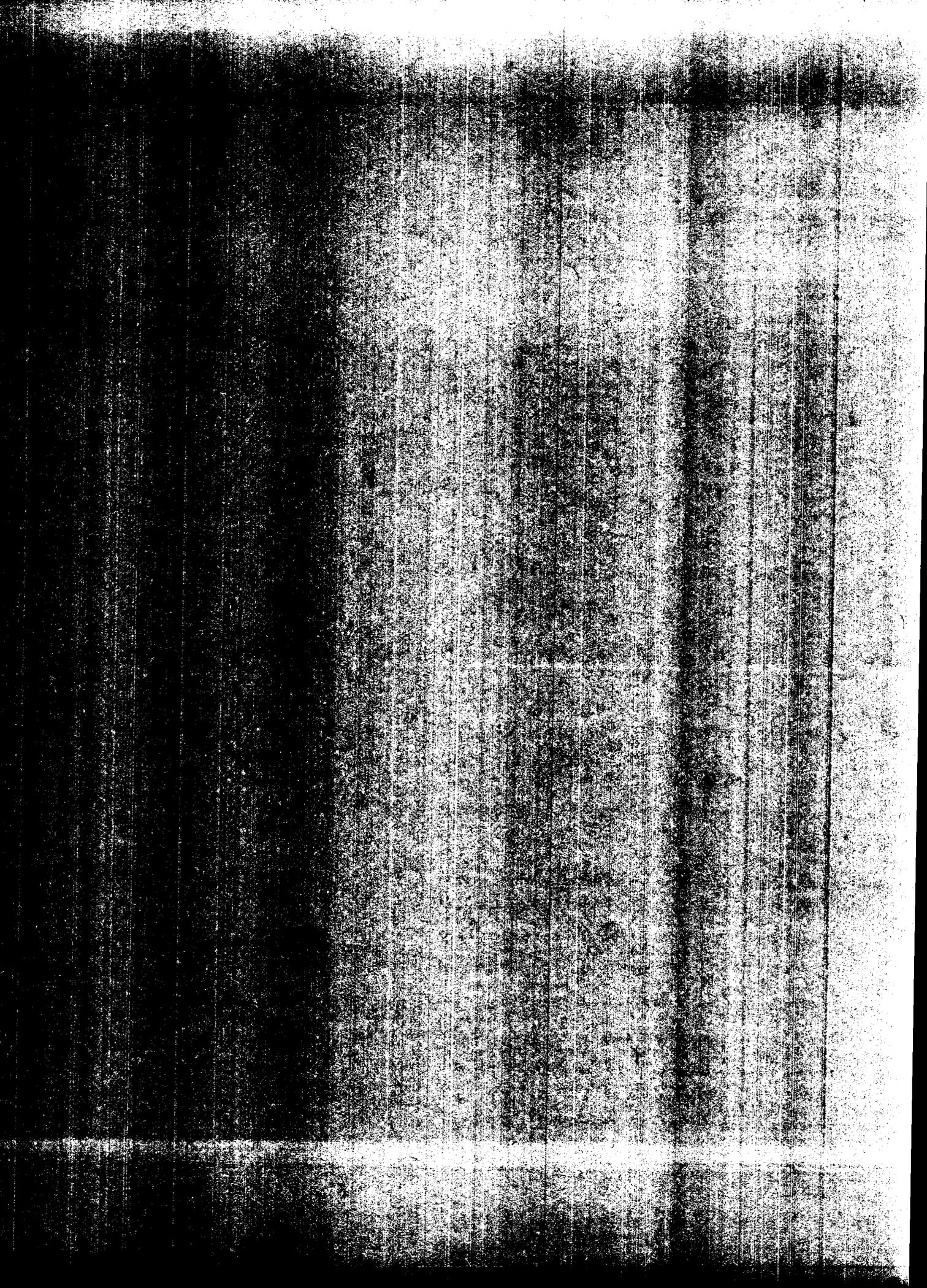
By: _____

San Diego, Ca. 92110

Its: _____

Address

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Trial Deposition

Maite Agahnia

(Cited as “Agahnia”)

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

Certified Copy

ARTURO SANTANA GALLEGO,)
)
 PETITIONER,)
)
 VS.) CANCELLATION NOS.
) (CONSOLIDATED)
) 92043152
 SANTANA'S GRILL, INC.,) 92043160
) 92043175
 REGISTRANT.)
)

DEPOSITION OF MAITE AGAHNIA

DATE AND TIME: MONDAY, APRIL 3, 2008
8:52 A.M. - 9:09 A.M.

LOCATION: 510 WEST BROADWAY, SUITE 1700
SAN DIEGO, CALIFORNIA

REPORTER: WINDY D. ANDERSEN, CSR
CERTIFICATION NO. 12135



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

ARTURO SANTANA GALLEGO,)
)
 PETITIONER,)
)
 VS.) CANCELLATION NOS.
) (CONSOLIDATED)
 SANTANA'S GRILL, INC.,) 92043152
) 92043160
 REGISTRANT.) 92043175
)

THE DEPOSITION OF MAITE AGAHNIA, TAKEN ON BEHALF
OF REGISTRANT, AT BREMER, WHYTE, BROWN & O'MEARA, 510
WEST BROADWAY, SUITE 1700, SAN DIEGO, CALIFORNIA, AT
8:52 A.M., THURSDAY, APRIL 3, 2008, BEFORE WINDY D.
ANDERSEN, C.S.R. NO. 12135, A CERTIFIED SHORTHAND
REPORTER FOR THE STATE OF CALIFORNIA.

1 APPEARANCES OF COUNSEL:

2

3

FOR PETITIONER:

THE ARMENTA LAW FIRM

4

BY: M. CRIS ARMENTA, ATTORNEY AT LAW

11900 OLYMPIC BOULEVARD, SUITE 730

5

LOS ANGELES, CALIFORNIA 90064

310.826.2826

6

7

FOR REGISTRANT:

8

BREMER, WHYTE, BROWN & O'MEARA

BY: MICHAEL A. SANDSTRUM, ESQUIRE

9

20320 S.W. BIRCH STREET, SECOND FLOOR

NEWPORT BEACH, CALIFORNIA 92660

10

949.221.1000

11

12

ALSO PRESENT:

ARTURO SANTANA GALLEGO

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ARTURO CASTENADA

ARTURO SANTANA LEE

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CLAUDIA VALLARTA-SANTANA

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I N D E X

WITNESS:
MAITE AGAHNIA

EXAMINATION BY:	PAGE:
MR. SANDSTRUM	5
MS. ARMENTA	7

E X H I B I T S

RESPONDENT'S	PAGE:
9 LOGO	8

QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER

PAGE	LINE
(NONE)	

INFORMATION REQUESTED

PAGE	LINE
(NONE)	

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MAITE AGAHNIA,

The witness herein, having been first placed under oath, was examined and testified as follows:

EXAMINATION

BY MR. SANDSTRUM:

Q. Good morning.

A. Hi.

Q. I'm Mike Sandstrum. I represent Santana's Grill, Inc. in a proceeding before the Trademark Office concerning trademarks or servicemarks.

Can you state and spell your name for the record, please.

A. My first name is Maite, M-A-I-T-E, Agahnia, A-G-A-H-N-I-A.

Q. Do you know a person by the name of the Claudia Vallarta-Santana?

A. Yes.

Q. How do you know her?

A. She's my friend from many, many years ago.

Q. Do you recall anytime in the past helping her create any type of designs for her businesses?

A. Yes.

Q. I'm going to show you Respondent's Exhibit No.

1 9 and ask if you've ever seen that before.

2 A. Yes.

3 Q. Did you have any assistance in creating
4 Respondent's Exhibit No. 9?

5 A. Yes. I digitalized it for Claudia. She came
6 in with a sketch.

7 Q. Do you recall when you helped her create that
8 design?

9 A. Early '90s.

10 Q. Do you recall what portion of that design
11 Claudia assisted in creating?

12 A. I don't recall. She came in with a sketch and
13 we re-drew it on the computer.

14 Q. What did it look like?

15 A. Pretty much like this. It had some kind of
16 pattern. I don't recall exactly.

17 Q. When you say, "pretty much like this," can you
18 circle the area in Exhibit 9 that you're referring to?

19 A. (Witness complies.)

20 Q. Thank you. I'm going to show you a letter
21 dated September 10, 2003 bearing your signature and ask
22 if that's your signature first?

23 A. Yes, it is.

24 Q. If you could read the first paragraph, does
25 that refresh your recollection as to the time frame when

1 you assisted Claudia in creating Exhibit 9?

2 A. Do you want me to read it out loud?

3 Q. Read it to yourself. Does it refresh your
4 recollection?

5 A. Yes.

6 Q. Do you have an understanding now, a better
7 understanding, as to the time or date when you assisted
8 Claudia?

9 A. In 1993.

10 MR. SANDSTRUM: That's all the questions I
11 have for her.

12 MS. ARMENTA: Okay. Great.

13

14 EXAMINATION

15 BY MS. ARMENTA:

16 Q. I'm Cris Armenta. I represent part of the
17 Santana family in this litigation.

18 Is this already an exhibit in the existing
19 testimony? Is that why you're using No. 9, Mike?

20 MR. SANDSTRUM: It might be. I'm not sure.
21 There might be something similar, but I'm not sure.

22 MS. ARMENTA: Let's have the court reporter
23 mark this as Exhibit 1 for this transcript.

24 MR. SANDSTRUM: Could we go off the record.

25 MS. ARMENTA: Yes.

1 (Off the record.)

2 MS. ARMENTA: We will mark this exhibit as
3 Respondent's Exhibit No. 9, which both counsel believe
4 is the next in order pursuant to Respondent's exhibits.

5 (Exhibit No. 9 was marked for
6 identification and attached hereto.)

7 BY MS. ARMENTA:

8 Q. Let me ask you, we have shown you Respondent's
9 Exhibit 9. What is this exactly? This is a proof?

10 A. I don't know what this is exactly. Claudia
11 came in with a sketch that was hand drawn.

12 Q. Let me focus you on this first. Have you ever
13 seen this piece of paper before?

14 A. This particular piece of paper, no.

15 Q. Have you ever seen a piece of paper like it
16 with the same, I'll call it, logo with words on it
17 that's located in the center part of the page?

18 A. I don't understand the question. I've seen
19 that logo many times.

20 Q. When you're talking about the logo, you're
21 talking about everything on this page that includes the
22 triangular design, the words "Santana's Mexican Food,"
23 the words, "Es Muy Bueno," and the words "Home of Famous
24 California Burrito"?

25 A. Yes.

1 Q. How long have you been friends with Claudia?

2 A. Wow 20 years.

3 Q. So you're close friends?

4 A. Yeah. We had our kids, see each other off and
5 on. We got busy, but yes, close.

6 Q. What work are you in?

7 A. Graphic designer.

8 Q. Do you have a business?

9 A. I did. I do things on the side now. After I
10 got pregnant, I stopped working.

11 Q. In the '90s, 1993, did you have a graphic
12 design business?

13 A. Yes, I did.

14 Q. What was the name of it?

15 A. Neo Design.

16 Q. May I see that, Mike.

17 MR. SANDSTRUM: If you want to mark that, I
18 was just using it to refresh her recollection, I have no
19 objection to marking it.

20 BY MS. ARMENTA:

21 Q. Let's not mark it and show the logo on the top
22 of the letter that Mr. Sandstrum showed you. Neo
23 Design, that was the name of your company --

24 A. Yes.

25 Q. -- at the time?

1 A. Yes.

2 Q. So Claudia Vallarta-Santana contacted you
3 within the course of your friendship in the early 1990s
4 to assist in working on a logo or Santana's Mexican
5 restaurant, right?

6 A. Correct.

7 Q. When she sought your assistance, she actually
8 came in with some existing artwork or sketch; is that
9 right?

10 A. Yes.

11 Q. What did that sketch look like?

12 A. I don't recall.

13 Q. Do you have it?

14 A. No.

15 Q. Do you recall anything at all about the
16 sketch?

17 A. I recall it being hand drawn. I recall her
18 showing me printed things that I said, you know, You
19 need help. Everything is going into computers now.
20 Let's kind of fix it up. So that's what we did.

21 Q. Other than it being hand drawn, what else do
22 you remember about the sketch?

23 A. Not much.

24 Q. Did it have the words "Santana's Mexican Food"
25 on it?

1 A. Yes.

2 Q. Did it have the words "Es Muy Bueno" on it?

3 A. I don't remember.

4 Q. Did it have the words, "Home of Famous
5 California Burrito" on it?

6 A. I don't remember. I don't think so.

7 Q. Did it have a graphic that included these
8 inverted triangles that are located at the top?

9 A. Yes. It had some kind of graphic. I don't
10 know that it was exactly that or we created that
11 together. I don't recall.

12 Q. Do you remember one way or the other whether
13 or not the sketch that she brought you had some
14 triangular pattern on it?

15 A. I recall it having something. I don't know
16 exactly what. I don't know if we did it together.
17 There were many meetings that we sat and drawn together.
18 I had many other clients. I don't remember. But yes,
19 it had some kind of pattern. She came in with something
20 similar to that, and I just, you know, put it on the
21 computer for her.

22 Q. When you say "similar to that" --

23 A. I can't tell you exactly, because I don't
24 recall. I can't tell you exactly if the triangles were
25 exactly like this. There was a pattern that was

1 Santana's Mexican Food. It was an existing something
2 similar that I cleaned up and kind of fixed. That's the
3 best I can explain.

4 Q. I'm trying to pin you down. You may not
5 remember. That's an acceptable answer.

6 Do you remember whether that sketch that she
7 came in with had any triangular patterns on it?

8 A. I don't recall if -- I can't be more specific
9 than that.

10 Q. Fair enough. Now, prior to the time she came
11 in and asked you to do some work on the logo, had you
12 ever been to Santana's Mexican Food?

13 A. I don't recall. I don't know if I had or not.
14 I knew she had a restaurant. I don't know if I had
15 tasted it before.

16 Q. How long have you lived in San Diego?

17 A. Since 1982.

18 Q. Do you have any recollection of the first time
19 that you first stepped foot into a Santana's Mexican
20 Food restaurant?

21 A. No.

22 Q. Have you been to one since?

23 A. What?

24 Q. Have you been recently?

25 A. Not recently. Maybe a couple years ago.

1 Q. Do you then have any recollection of what the
2 signage looked like on the restaurants, Santana's
3 Mexican Food, before the time that you were called to
4 work on the logo?

5 A. I don't.

6 Q. Do you have any knowledge of what the printed
7 materials associated with the restaurant, like menus,
8 brochures, advertising looked like before the time that
9 you were called to work on the logo?

10 A. No. I could tell you they were not good and
11 that's why they offered my help.

12 Q. What was not good about them?

13 A. It just looked hand -- it didn't look
14 professional.

15 Q. Did they look handmade?

16 A. No. Because they were typed. It didn't look
17 like there was a designer involved.

18 Q. It looked like someone without a graphic
19 design background had put together the signage?

20 A. Yes. It didn't look professional, maybe not
21 to my standards. So that's why being her friend, I
22 offered.

23 Q. Did it look like someone whoever had made the
24 signs was someone who did not have a graphic design
25 background to you?

1 A. Yes, or had a bad design background.

2 Q. So your view was whoever --

3 A. I'm very particular.

4 Q. That's fine. You can be particular. But
5 according to your standards, your viewpoint was that
6 whoever had done the signage before Claudia came to you
7 and sought your assistance on the logo, either had no
8 graphic design background or did not conform to the
9 standards that you abide by; is that fair?

10 MR. SANDSTRUM: I'm going to quickly object.
11 I don't think she testified she remembers the signage.

12 THE WITNESS: That's what I was going to say.
13 I remember like materials, like maybe a menu. I don't
14 know if there was a menu. I remember something hand
15 drawn. That's how it all kind of came across. I did
16 not remember the signs.

17 BY MS. ARMENTA:

18 Q. But do you have some memory that what the
19 restaurant had in place prior to the time you got to it
20 was something that you viewed as unprofessional?

21 MR. SANDSTRUM: Lacks foundation.

22 THE WITNESS: I don't know. Do I answer?

23 BY MS. ARMENTA:

24 Q. You can answer.

25 A. No, no. Like I said, I remember something

1 unprofessional, hand drawn that I helped her with.
2 That's what I remember.

3 Q. You said a little while before that that was
4 one of the reasons you were helping her, that the
5 signage wasn't up --

6 A. I didn't say signage. Because you asked me
7 about signage, and I said I hadn't even seen the
8 restaurants really.

9 Q. What did you know at the time that you were
10 working on the logo about the signage or printed
11 materials associated with the restaurant prior to that
12 time?

13 A. Before she came in?

14 Q. Yes.

15 A. Can you repeat the question?

16 Q. Sure. What knowledge, if any, did you have
17 about the signs or printed materials associated with the
18 restaurant prior to the time that Claudia sought your
19 assistance?

20 A. Not much.

21 Q. Do you have any firsthand knowledge of who,
22 prior to you, worked on making signage or printed
23 materials or Santana's Mexican Food restaurants?

24 A. No. I thought maybe Claudia. It was -- I
25 don't know. When she brought in the menu for me to help

1 her with the menu, it was like a cut and paste type
2 thing. I don't know. Like you know -- like if somebody
3 had typed and cut it. I think she made a dummy for me
4 to make her menu. That's pretty much all I have seen
5 and the hand drawn things that I urged her to
6 computerize.

7 Q. How much were you paid for your work in
8 initially assisting Santana's Mexican Food Restaurant,
9 your friend Claudia, with the design of the logo?

10 A. I was not paid.

11 Q. Have you ever been paid anything in connection
12 with working for Santana's Mexican Food?

13 A. Not at all.

14 Q. So you did it in 1993, you did the work for
15 free in so much as you were her friend?

16 A. Right. I got a couple of famous California
17 burritos. Yeah, I did not.

18 Q. Until when did your company Neo Design exist?

19 A. Probably -- I had my first son in 1998. So I
20 would say late '97 where I was actually working there.

21 Q. Prior to the time that you actually worked on
22 the design of the logo for your friend Claudia, did you
23 have any knowledge of the existence of Santana's Mexican
24 Food restaurant?

25 A. I knew her and Abelardo owned the restaurant.

1 That's all I knew.

2 Q. Did you know either Claudia or Abelardo before
3 they owned the restaurant?

4 A. I don't know. I don't know. Because like I
5 said, we have known each other for many, many years, but
6 we have been kind of on and off.

7 Q. When did you first meet?

8 A. I don't know. '80 -- in the '80s sometime.
9 '86 maybe.

10 Q. So, when you first met Claudia, what was she
11 doing for work?

12 A. I don't know. I don't know. She was a friend
13 of a friend. That's how we first met.

14 Q. Okay. I don't have any further questions.

15 MR. SANDSTRUM: That wasn't that bad, right.
16 First of all, can we stipulate she can waive
17 her signing and reading this deposition?

18 MS. ARMENTA: Yes. We should stipulate to
19 that.

20 MR. SANDSTRUM: Before an officer who is
21 authorized to give an oath, okay. Can we get the
22 original sent to me?

23 MS. ARMENTA: I'll take a copy.

24 MR. SANDSTRUM: In two weeks, if possible.

25 Then I will forward a copy -- the original onto you. We

1 are waiving reading and signing. I'll forward a copy
2 onto you. You'll have a copy. Forget that.

3 MS. ARMENTA: The witness should read the
4 transcript, make any corrections necessary, and sign it.
5 If she does not return the original and Mr. Sandstrum
6 does not provide me with a signature page and any
7 initial changes, then the certified transcript can be
8 used in lieu of the original.

9 MR. SANDSTRUM: I thought we were waiving
10 reading and signing.

11 MS. ARMENTA: Before a court officer.

12 MR. SANDSTRUM: I don't have any problem with
13 that. Obvious intent of the stipulation is to abide by
14 the Trademark Trial Appeal Board rules and regulations.
15 Should we find a regulation that is not part of the
16 stipulation, we will amend that stipulation as we agreed
17 to in the other depositions.

18 MS. ARMENTA: So agreed.

19 (Deposition concluded at 9:09 a.m.)
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I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS
OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE
AND CORRECT.

EXECUTED ON THE DAY OF , 20 .

MAITE AGAHNIA

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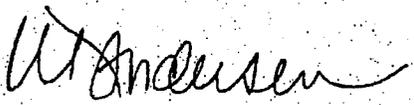
I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: APR 23 2008



WINDY D. ANDERSEN
Certificate No. 12135





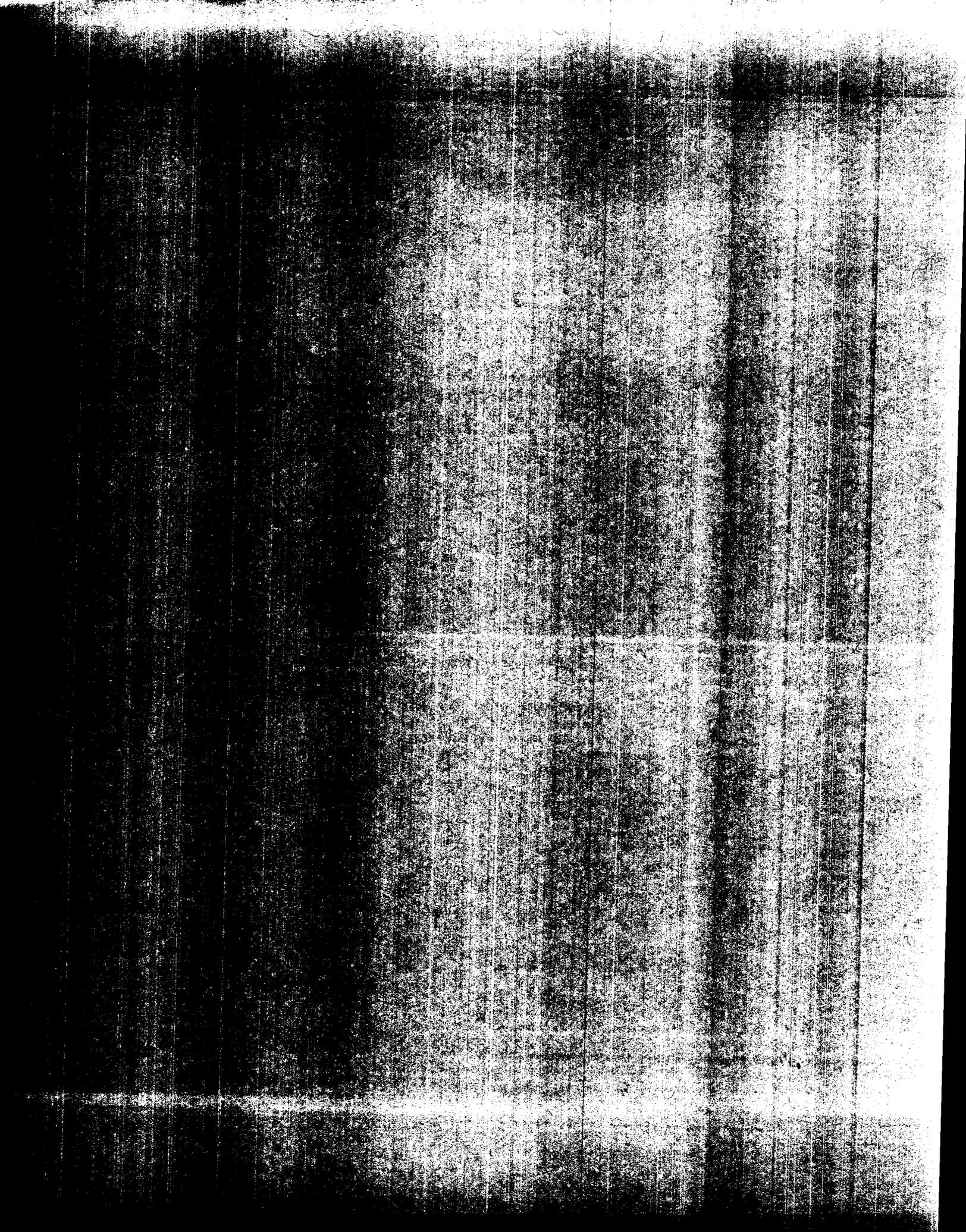
... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO



12-05-2001

U.S. Patent & TM Office Mail Report Dr. #01



Trial Deposition

Claudia Vallarta–Santana 2

(Cited as “Claudia VS 2”)

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

Certified Copy

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

Deposition of CLAUDIA VALLARTA

Friday, April 4, 2008

501 West Broadway, , Suite 1700

San Diego, California

Vivian R. Weiss, RPR, CSR No. 12380



1 A. Yes, it is.

2 Q. Now, at the time that Arturo Santana-Lee
3 opened the El Cajon restaurant, was he an employee of
4 yours and Abelardo Santana?

5 A. You mean before he opened the El Cajon
6 restaurant, yes.

7 Q. How about at the time he opened it up?

8 A. I don't know if at the time he opened or if he
9 stopped working right before.

10 MR. SANDSTRUM: I am going to mark as
11 Respondent's 44 a one-page document. It's a menu, looks
12 like, "Santana's Mexican Grill, Es Muy Bueno, Home of
13 California Burrito."

14 (Exhibit 44 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with that menu?

17 A. Yes, I am.

18 Q. And who created it, if you know?

19 A. I did create the menu. And at that time my
20 friend, ^{MS} Mike, he would help me put it into the computer.
Marta

21 Q. And did you create that menu for use at the
22 El Cajon restaurant as well?

23 A. Yes.

24 Q. How about your other restaurants?

25 A. Yes, they were. That was the menu we were

1 APPEARANCES

2

3 FOR PETITIONER ARTURO SANTANA GALLEGO:

4

THE ARMENTA LAW FIRM
BY: M. CRIS ARMENTA, ESQ.
11900 W. Olympic Boulevard, Suite 730
Los Angeles, California 90064
P 310.826.2826
F 310.826.5456
cris@crisarmenta.com

5

6

7

8

9 FOR REGISTRANT SANTANA'S GRILL, INC.:

10

BREMER, WHYTE, BROWN & O'MEARA
BY: MICHAEL SANDSTRUM, ESQ.
20320 S.W. Birch Street, Second Floor
Newport Beach, California 92660
P 949.221.1000
F 949.221.1001

11

12

13

14

ALSO PRESENT:

15

Arturo Santana Gallego

16

Arturo Santana-Lee

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Arturo Castaneda

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I N D E X

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WITNESS

3

CLAUDIA VALLARTA

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EXAMINATION BY

PAGE

6

Mr. Sandstrum

8, 61

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Ms. Armenta

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E X H I B I T S

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EXHIBIT NO.

DESCRIPTION

PAGE

13

(All exhibits are photocopies
unless otherwise indicated.)

14

29

10/11/91 Letter from Claudia
Vallarta-Santana to Dr. George
Farres re lease for 1480
Rosecrans restaurant, Bates
No. SG00051 (1 page)

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Fictitious Business Name
Statement for Santana's Mexican
Food at 1480 Rosecrans Street
(1 page)

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12/31/91 City of San Diego
Business Taxes Section,
reporting change in ownership,
Bates No. SG00052 (1 page)

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1/9/92 Fictitious Business Name
Statement, Santana's Mexican
Food, 1480 Rosecrans Street,
Bates Nos. SG00002 and SG00003
(2 pages)

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E X H I B I T S

(continued)

EXHIBIT NO.	DESCRIPTION	PAGE
33	1/9/92 Statement of Abandonment of Use of Fictitious Business Name, Santana's Mexican Food, 1480 Rosecrans Street, Bates No. SG00001 (1 page)	15
34	1/27/92 City of San Diego Business Taxes Section, reporting change in ownership, Bates No. SG00053 (1 page)	16
35	1/3/97 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates No. SG00004 (1 page)	17
36	4/14/98 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates Nos. SG00006 and SG00007 (2 pages)	17
37	1/24/03 Fictitious Business Name Statement, Santana's Mexican Food, 1480 Rosecrans Street, Bates Nos. SG00008 and SG00009 (2 pages)	18
38	1/3/97 Fictitious Business Name Statement, Santana's Mexican Food, 1525 Morena Boulevard, Bates No. SG00010 (1 page)	22
39	4/14/98 Fictitious Business Name Statement, Santana's Mexican Food, 1525 Morena Boulevard, Bates No. SG00011 (1 page)	23

E X H I B I T S

(continued)

EXHIBIT NO.	DESCRIPTION	PAGE
40	6/24/03 Fictitious Business Name Statement, Santana's Mexican Food, 1525 Morena Boulevard, Bates No. SG00012 (1 page)	24
41	11/21/97 Guaranty of Lease, Bates Nos. SG00062 and SG00063 (2 pages)	26
42	11/21/97 Shopping Center Lease between Lear Investments and Arturo L. Santana, Bates Nos. SG00064 to SG00069 (6 pages)	27
43	10/16/97 Canceled Check No. 1922 to Benefit Land Title from Claudia Vallarta re Midway Deposit (1 page)	28
44	Menu for Santana's Mexican Grill, Es Muy Bueno, Home of California Burrito (1 page)	29
45-A to 45-G	12/18/97 to 12/18/2004 Mid-Century Insurance declarations re Santana's Mexican Grill, 411 Broadway, El Cajon CA (7 pages)	30
46	12/18/97 Additional Insured Endorsement for Lear Investments re Santana's Mexican Grill, 411 Broadway, El Cajon (1 page)	31
47	12/17/97 Fictitious Business Name Statement, Santana's Mexican Grill, 411 Broadway Street, El Cajon, Bates No. SG00288 (1 page)	32

E X H I B I T S

(continued)

EXHIBIT NO.	DESCRIPTION	PAGE
48-A	3/20/98 Fictitious Business Name Statement, Santana's Mexican Grill, 3742 Midway Drive, Bates Nos. SG00013 and SG00014 (2 pages)	33
48-B	4/14/98 Fictitious Business Name Statement, Santana's Mexican Grill, 3742 Midway Drive, Bates Nos. SG00015 and SG00016 (2 pages)	33
49	5/16/02 Fictitious Business Name Statement, Santana's Mexican Grill, 580 South Pacific Street, San Marcos, Bates No. SG00019 (1 page)	35
50	9/15/03 Fictitious Business Name Statement, Santana's Mexican Grill and Santana's Mexican Food, 719 West Washington Street, Bates No. SG00020 (1 page)	36
51	5/12/04 Fictitious Business Name Statement, Santana's Mexican Grill and Santana's Mexican Food, 2303 Garnet Avenue, Bates No. SG00021 (1 page)	37
52	Logo for Santana's Mexican Food, Es Muy Bueno, Home of Famous California Burrito (2 pages)	38
53	10/15/02 United States Patent and Trademark Office, Registration No. 2,634,976 (1 page)	39

1	E X H I B I T S		
2	(continued)		
3	EXHIBIT NO.	DESCRIPTION	PAGE
4	54	2/4/03 United States Patent and Trademark Office, Registration No. 2,682,978 (1 page)	40
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6	55	2/17/04 United States Patent and Trademark Office, Service Mark, Principal Register (1 page)	41
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16			
17	61	1997 Redacted W-2 Wage and Tax Statement and quarterly base wage file for Arturo Santana-Lee (2 pages)	49
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19 * * *

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1 SAN DIEGO, CA; FRIDAY, APRIL 4, 2008; 10:18 A.M.

2

3

CLAUDIA VALLARTA,

4

having been administered an oath, was examined and

5

testified as follows:

6

7

EXAMINATION

8

BY MR. SANDSTRUM:

9

Q. Good morning.

10

A. Good morning.

11

Q. Can you state and spell your name for the
12 record.

13

A. Claudia Vallarta, C-l-a-u-d-i-a

14

V-a-l-l-a-r-t-a.

15

Q. Are you currently employed with a company
16 called Santana's Grill, Inc.?

17

A. No, I'm not.

18

Q. Were you ever employed with a company called
19 Santana's Grill, Inc.?

20

A. Yes, I was. I owned it until April 30th,
21 2007.

22

Q. When did you become an owner of Santana's
23 Grill, Inc.?

24

A. In 1998, April 3rd.

25

Q. And while you were employed -- were you an

1 owner of Santana's Grill, Inc. --

2 A. Yes, I was.

3 Q. Let me finish my question.

4 Were you an owner of Santana's Grill, Inc.,
5 from the time it was incorporated in April of 1998 until
6 the time you ceased being employed there in April of
7 '07?

8 A. Yes, I was.

9 Q. What was your job title?

10 A. I was vice president and secretary.

11 Q. What were your job responsibilities during the
12 entire time that you were co-owner or shareholder of
13 Santana's Grill, Inc.?

14 A. I would take care of all the accounting, all
15 the payroll. I would help with the design, do the
16 menus, help with the employees. I would order all the
17 merchandise. And a little bit of everything. Whatever
18 was needed for the restaurant.

19 Q. Before Santana's Grill, Inc., incorporated,
20 did you and your ex-husband, Abelardo Santana-Lee, own
21 any Mexican restaurants?

22 A. Yes, we did. Since January 1st, 1992.

23 Q. What was that restaurant called?

24 A. Santana's Mexican Food.

25 Q. Where was that located?

1 A. 1480 Rosecrans Street.

2 Q. And from the time you co-owned the Santana's
3 Mexican Food restaurant -- I'm going to call that the
4 Rosecrans restaurant -- were you doing the same job
5 responsibilities you did after the company incorporated?

6 A. Yes, I was.

7 Q. How many federal trademark registrations does
8 Santana's Grill, Inc., own?

9 A. Three.

10 Q. And do you know what those service marks are
11 called?

12 A. Yes. One is Santana's Mexican Food, the other
13 is Santana's Mexican Grill, and then the other includes
14 the logo on the "Home of Famous California Burrito."

15 Q. And can you describe the logo?

16 A. Yes. The logo is a sawtooth pattern on the
17 top, "Santana's" and either "Mexican Food" or "Mexican
18 Grill," another sawtooth pattern, and sometimes we put
19 "Es Muy Bueno" and "Home of Famous California Burrito."

20 Q. While you and your ex-husband, Abelardo
21 Santana, were a husband and wife partnership and
22 incorporated into Santana's Grill, Inc., did your
23 ex-father-in-law, Arturo Santana Gallego, G-a-l-l-e-g-o,
24 who is the petitioner in these proceedings, have any
25 control over any aspect of your Santana's Mexican Food

1 or Santana's Mexican Grill restaurants?

2 A. No.

3 MS. ARMENTA: Objection. Calls for a legal
4 conclusion. Lacks foundation. Calls for speculation.

5 BY MR. SANDSTRUM:

6 Q. You can answer.

7 A. I answered "no."

8 Q. Now, you previously testified in these
9 proceedings, correct?

10 A. Yes, I have.

11 Q. I recall that you testified that with respect
12 to the Rosecrans restaurant you weren't involved in the
13 face-to-face negotiations with regard to the purchase of
14 that restaurant, correct?

15 A. I wasn't involved in the negotiations, but I
16 was involved in the transaction to pass the business to
17 our name.

18 Q. And when did you and your ex-husband, Abelardo
19 Santana-Lee, buy the Rosecrans restaurant?

20 A. We started operating on January 1st, 1992.
21 The transaction took place probably in September, and we
22 had to make a new lease in October. Abelardo started
23 working for his father in October back in the
24 restaurant. He told the owner of the Rosecrans location
25 that my ex-father-in-law had sold him the business.

1 And the owner said, How can he sell you a
2 business if he doesn't have a contract anymore? The
3 contract will expire on January 7th of next year. So we
4 had to renegotiate a lease with Dr. Farres at that time.

5 MS. ARMENTA: Objection. Hearsay. Calls for
6 speculation. Lacks foundation. And motion to strike.

7 MR. SANDSTRUM: I'm going to mark as
8 Respondent's next in line, which I believe is No. 29, a
9 one-page document dated October 11th, 1991.

10 (Exhibit 29 marked for identification.)

11 BY MR. SANDSTRUM:

12 Q. Are you familiar with this document?

13 A. Yes, I am. It is the lease that we had to
14 negotiate with Dr. Farres.

15 Q. Is that the actual lease?

16 A. That is the actual lease.

17 Q. And is that your signature at the bottom of
18 that document?

19 A. Yes, it is.

20 Q. Is that your ex-husband's signature?

21 A. Yes, it is.

22 Q. And was this negotiated on or around
23 October 11, 1991?

24 A. Exactly. That's the date.

25 MR. SANDSTRUM: I'm going to mark as

1 Respondent's Exhibit No. 30 a one-page document entitled
2 "Fictitious Business Name Statement" for Santana's
3 Mexican Food at 1480 Rosecrans Street.

4 (Exhibit 30 marked for identification.)

5 BY MR. SANDSTRUM:

6 Q. Are you familiar with that document?

7 A. Yes, I am. It is the fictitious name for the
8 Santana's Mexican Food that my father-in-law filed when
9 he first opened and when he changed the name from
10 Corona's to Santana's Mexican Food.

11 Q. Are you familiar with his signature?

12 A. Yes. It is my ex-father-in-law's signature.

13 Q. At the bottom of this page?

14 A. Yes.

15 MR. SANDSTRUM: I'll mark another exhibit
16 Respondent's Exhibit No. 31 entitled "City of San Diego
17 Business Taxes Section," reporting change in ownership.

18 (Exhibit 31 marked for identification.)

19 BY MR. SANDSTRUM:

20 Q. Are you familiar with this document?

21 A. Yes, I am.

22 Q. Was that part of the records that you kept as
23 part of your company?

24 A. Yes, it was.

25 Q. Can you tell me what it is?

1 A. Yes. It is a business license permit, and it
2 is reporting the change in our ownership that we changed
3 from -- Arturo Santana was the owner, and then it got
4 transferred to our name, to Abelardo and me, when we
5 were married.

6 Q. And this document has a date of 12/31/1991?

7 A. Yes.

8 Q. Is that the time where you and your ex-husband
9 were added as partners to the Rosecrans Santana's
10 Mexican Food restaurant business?

11 A. Yes, it was.

12 Q. And was that exhibit we just talked about,
13 report in change of ownership, a document that was part
14 of the transaction with respect to the sale of the
15 Rosecrans restaurant from your ex-father-in-law to you
16 and your ex-husband Abelardo Santana-Lee?

17 A. Yes, it was.

18 MR. SANDSTRUM: We will mark as next in line
19 Respondent's Exhibit 32. It's a two-page document
20 entitled "Fictitious Business Name Statement," Santana's
21 Mexican Food, 1480 Rosecrans with a date of January 9th,
22 1992.

23 (Exhibit 32 marked for identification.)

24 BY MR. SANDSTRUM:

25 Q. Are you familiar with this document as part of

1 your company records?

2 A. Yes, I am. It is the fictitious name for the
3 Rosecrans location and that we got the name Santana's
4 Mexican Food, and it has both of our names, Abelardo and
5 Claudia Santana. And we commenced that business as
6 owners on January 1st, 1992.

7 Q. Was that document filed with San Diego as part
8 of the transaction with respect to the sale of the
9 Rosecrans restaurant?

10 A. Yes, it was.

11 MR. SANDSTRUM: I will mark as next in line
12 Respondent's Exhibit 33. It's a one-page document
13 entitled "Statement of Abandonment of Use of Fictitious
14 Business Name," filing date of January 9th, 1992.

15 (Exhibit 33 marked for identification.)

16 BY MR. SANDSTRUM:

17 Q. Are you familiar with this document as part of
18 your job duties with your company?

19 A. Yes, I am. This was filed probably five
20 minutes before the other in order for us to register the
21 name. My ex-father-in-law had to resign from the
22 Santana's Mexican Food name for us to be able to
23 register it.

24 Q. At the bottom of this Respondent's Exhibit 33,
25 do you recognize the signature?

1 A. Yes. It is my ex-father-in-law's signature.

2 MR. SANDSTRUM: I'll mark as the next exhibit
3 Respondent's Exhibit 34, a one-page document, "City of
4 San Diego Business Taxes Section," reporting change in
5 ownership, with a date of January 27th, 1992.

6 (Exhibit 34 marked for identification.)

7 BY MR. SANDSTRUM:

8 Q. Are you familiar with this document as part of
9 your job duties with the company?

10 A. Yes, I am. It is when my father-in-law got
11 dropped from being a partner from the -- to become a
12 sole proprietorship for Abelardo and me. It was done
13 this way because that's how the accountant at the time
14 told me that I needed to do those steps in order to
15 change it to our name.

16 Q. I'll mark as next in line --

17 And was that document filed as part of the
18 transaction of the sale of the Rosecrans restaurant in
19 January of 1992 from your ex-father-in-law to you and
20 your ex-husband Abelardo Santana-Lee?

21 A. Yes, it was.

22 MR. SANDSTRUM: I'll mark as the next exhibit
23 Respondent's Exhibit No. 35. It's a one-page document
24 entitled "Fictitious Business Name Statement," Santana's
25 Mexican Food for 1480 Rosecrans restaurant, filing date

1 of January 3rd, 1997.

2 (Exhibit 35 marked for identification.)

3 BY MR. SANDSTRUM:

4 Q. Are you familiar with this document as part of
5 your job duties with the company?

6 A. Yes, I am. It's just a renewal of the
7 fictitious name for the Santana's Mexican Food for 1480
8 Rosecrans Street.

9 MR. SANDSTRUM: I'll mark my next exhibit
10 Respondent's Exhibit 36, a two-page document entitled
11 "Fictitious Business Name Statement" for Santana's
12 Mexican Food, 1480 Rosecrans restaurant, with a filing
13 date of April 14th, 1998.

14 (Exhibit 36 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with this document as part of
17 your job duties with your company?

18 A. Yes, I am. It is, again, the fictitious name
19 transferred to the corporation because we incorporated
20 in 1998, at the beginning of April.

21 MR. SANDSTRUM: And Respondent's next, Exhibit
22 No. 37, a two-page document entitled "Fictitious
23 Business Name Statement," Santana's Mexican Food,
24 1480 Rosecrans, with a filing date of January 24th,
25 2003.

1 (Exhibit 37 marked for identification.)

2 BY MR. SANDSTRUM:

3 Q. Are you familiar with this document as part of
4 your job duties with your company?

5 A. Yes, I am. It's another renewal for the
6 fictitious name. Every five years you need to renew the
7 statement.

8 Q. For what restaurant?

9 A. For Rosecrans Street.

10 Q. When you became a co-owner of the Rosecrans
11 restaurant in January of 1992, was it your understanding
12 that you and your ex-husband Abelardo Santana-Lee had
13 sole rights to the name Santana's Mexican Food?

14 A. Yes, it was.

15 Q. At around the time that you became co-owner of
16 the Rosecrans restaurant in January of 1992, did your
17 former father-in-law, the petitioner in these
18 proceedings, say that he was retaining any rights to the
19 name Santana's Mexican Food --

20 MS. ARMENTA: Objection. Lacks foundation
21 calls for speculation.

22 BY MR. SANDSTRUM:

23 Q. -- to you?

24 A. We understood by him signing the fictitious
25 name abandonment it meant that we were the sole owners

1 of the Santana's Mexican Food.

2 MS. ARMENTA: Objection. Motion to strike as
3 nonresponsive.

4 BY MR. SANDSTRUM:

5 Q. Let me ask the question again. Since you
6 became an owner of the Rosecrans restaurant, did your
7 father-in-law, the petitioner in these proceedings, ever
8 say that he retained the right -- to you that he
9 retained the right to the name Santana's Mexican Food?

10 A. No, he never did.

11 MS. ARMENTA: Objection.

12 You have to let me make my objections.

13 THE WITNESS: I'm sorry.

14 MS. ARMENTA: Objection. Relevant. Lacks
15 foundation. Calls for speculation.

16 Go ahead.

17 BY MR. SANDSTRUM:

18 Q. You can answer.

19 A. No, he didn't.

20 Q. Have you or Abelardo Santana-Lee ever been a
21 licensee of your father-in-law with respect to the name
22 Santana's Mexican Food?

23 MS. ARMENTA: Objection. Calls for
24 speculation. Lacks foundation.

25 THE WITNESS: We have never been a licensee

1 for him. We understood we were the sole owners of the
2 name.

3 BY MR. SANDSTRUM:

4 Q. Of what name?

5 A. Santana's Mexican Food.

6 Q. At the time you became the owner of the
7 Rosecrans restaurant named Santana's Mexican Food and
8 other restaurants that you owned after that called
9 Santana's Mexican Food or Santana's Mexican Grill, did
10 you and your ex-husband Abelardo Santana-Lee have the
11 final decisions on restaurant operations?

12 A. Yes.

13 MS. ARMENTA: Objection. Calls for a legal
14 conclusion. Lacks foundation.

15 THE WITNESS: Yes, we did.

16 BY MR. SANDSTRUM:

17 Q. How about quality control issues?

18 MS. ARMENTA: Same objections.

19 THE WITNESS: Also. We were 100 percent
20 decision-makers.

21 MS. ARMENTA: Same objections.

22 BY MR. SANDSTRUM:

23 Q. How about as to type of recipes you could use?

24 MS. ARMENTA: Same objections.

25 THE WITNESS: Also. We would create new

1 recipes and use them.

2 BY MR. SANDSTRUM:

3 Q. Did you have the final say on what type of
4 marketing your business would do?

5 MS. ARMENTA: Same objections and irrelevant.

6 THE WITNESS: Yes, we did.

7 BY MR. SANDSTRUM:

8 Q. How about with respect to budgeting of the
9 restaurants? Did you have the final decision how to
10 budget?

11 A. Yes, we did.

12 MS. ARMENTA: Stop, please. I can't get my
13 objections in. You're moving too fast.

14 Could you read back the last question.

15 (The record was read as follows:

16 "Question: How about with respect to
17 budgeting of the restaurants? Did you
18 have the final decision how to budget?

19 "Answer: Yes, we did.")

20 MS. ARMENTA: Objection. Calls for a legal
21 conclusion. Lacks foundation. Irrelevant.

22 BY MR. SANDSTRUM:

23 Q. How about with respect to the type of menu
24 items you could offer to the public? Did you and
25 Abelardo have the final decision on that issue?

1 MS. ARMENTA: Same objections.

2 THE WITNESS: Yes, we did have the same
3 decisions, 100 percent.

4 BY MR. SANDSTRUM:

5 Q. How about with respect to advertising of your
6 restaurant? Would you advertise the name Santana's
7 Mexican Food any way you wanted to?

8 MS. ARMENTA: Same objections. Compound and
9 leading.

10 THE WITNESS: Yes, we did.

11 BY MR. SANDSTRUM:

12 Q. After you and Abelardo Santana-Lee opened up
13 the Rosecrans restaurant, what was the next restaurant
14 that you opened?

15 A. Moreno Boulevard, 1525.

16 Q. And do you recall the name of that restaurant?

17 A. Santana's Mexican Food.

18 Q. Do you recall when that opened?

19 A. Was June 1994.

20 MR. SANDSTRUM: We'll mark as Respondent's
21 Exhibit 38 a one-page document entitled "Fictitious
22 Business Name Statement," Santana's Mexican Food for
23 1525 Moreno Boulevard with a file stamp date of
24 January 3rd, 1997.

25 (Exhibit 38 marked for identification.)

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It's a fictitious business name statement.

6 You have to file a fictitious name statement in each of
7 the restaurants you open in each new location.

8 Q. And is that your signature at the bottom of
9 that exhibit?

10 A. Yes, it is.

11 MR. SANDSTRUM: I'm going to mark as
12 Respondent's Exhibit 39 a one-page document entitled
13 "Fictitious Business Name Statement," Santana's Mexican
14 Food, 1525 Moreno Boulevard, with a file stamp date of
15 April 14th, 1998.

16 (Exhibit 39 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with that document as part of
19 your business?

20 A. Yes, I am. It is when we became a
21 corporation. We transferred the name to the
22 corporation.

23 Q. And is that your signature at the bottom of
24 that exhibit?

25 A. Yes, it is.

1 MR. SANDSTRUM: Mark as Respondent's
2 Exhibit 40 a one-page document entitled "Fictitious
3 Business Name Statement," Santana's Mexican Food for
4 1525 Moreno Boulevard with a file stamp date of
5 June 24th, 2003.

6 (Exhibit 40 marked for identification.)

7 BY MR. SANDSTRUM:

8 Q. Are you familiar with that document as part of
9 your business?

10 A. Yes, I am. It is also the renewal for the
11 fictitious name at 1525 Morena Boulevard.

12 Q. Is that your signature at the bottom of the
13 document?

14 A. Yes, it is.

15 Q. Since the time that you and your ex-husband
16 opened the Moreno Boulevard restaurant, have you both
17 continuously used the Santana's Mexican Food name at
18 that location to the present?

19 A. Yes, we have.

20 Q. And after the Moreno Boulevard restaurant was
21 opened, what was the next restaurant you and your
22 ex-husband opened?

23 A. We helped Arturo Santana open El Cajon. We
24 signed the lease. We were cosigners in signing the
25 lease.

1 Q. What's the address of that restaurant? Do you
2 recall?

3 A. 411 Broadway Street.

4 Q. And who was the actual owner of that
5 restaurant?

6 A. Arturo Santana-Lee.

7 Q. And what did you do to help him set that
8 restaurant up?

9 A. We helped him setting up all the business
10 records. They wouldn't lease to him because he did not
11 live in San Diego, and he still doesn't live in
12 San Diego. So we gave him our signature for a period of
13 ten years. We cosigned the lease in exchange for him
14 kind of being our licensee, to be able to use the name,
15 and he was going to use the name the same way we were
16 running already our other two restaurants.

17 Q. Do you know who trained all the employees who
18 worked at the El Cajon -- I'm going to call that the
19 El Cajon restaurant -- when it was first opened?

20 A. Yes. We did. They were trained at both of
21 our previous locations.

22 Q. Was it you specifically, or was it somebody
23 else?

24 A. It was some of our employees and Abelardo.
25 And I had worked with many of those employees inside the

1 restaurant when I used to work at the restaurant.

2 Q. What was that restaurant named?

3 A. Santana's Mexican Food.

4 Which one?

5 Q. The El Cajon restaurant.

6 A. Okay. It was named Santana's Mexican Grill.

7 Q. Who created that name?

8 A. Abelardo Santana.

9 Q. Did you have any other plans to use that name
10 at any other restaurants?

11 A. Yes. We -- when Arturo came to us, we were
12 already buying a new restaurant located on Midway Drive,
13 but we needed to remodel it, and we were going to use
14 the name on Midway Drive already. We had that idea
15 already to use that name next. But since he was going
16 to open first, we gave him the signature. And he was,
17 like I said before, kind of our licensee. We told him
18 you should start using the name first.

19 MR. SANDSTRUM: We'll mark as Respondent's
20 Exhibit 41, a two-page document entitled "Guaranty of
21 Lease" with an effective date of November 21st, 1997.

22 (Exhibit 41 marked for identification.)

23 BY MR. SANDSTRUM:

24 Q. Are you familiar with this document?

25 A. Yes, I am.

1 Q. And what is it?

2 A. It is the lease for El Cajon. It is the
3 guaranty that we are guarantors of the lease, my
4 ex-husband and me.

5 Q. If you look at the second page, is your
6 signature at the bottom?

7 A. Yes, it is.

8 Q. Is your ex-husband's signature at the bottom?

9 A. Yes, it is.

10 Q. And that lease was guaranteeing what?

11 A. That Arturo Santana was going to pay the rent,
12 but in case he didn't pay it, we would be responsible
13 for the whole contract.

14 Q. And do you know how long that lease was for?

15 A. Ten years.

16 MR. SANDSTRUM: We'll mark as Respondent's 42
17 a six-page document entitled "Shopping Center Lease"
18 between Lear Investments, a California general
19 partnership, and Arturo L. Santana, with a date of
20 November 21st, 1997.

21 (Exhibit 42 marked for identification.)

22 BY MR. SANDSTRUM:

23 Q. Are you familiar with that document?

24 A. Yes. It is the actual lease of the
25 411 Broadway Street restaurant.

1 Q. And did you help your ex-brother-in-law fill
2 out that lease?

3 A. Yes, we did.

4 Q. After the El Cajon restaurant opened up --
5 Actually, when did the El Cajon restaurant
6 open?

7 A. At the beginning of December '97.

8 Q. And then after that opened up, what was the
9 next restaurant that you opened?

10 A. Midway Drive. 3742 Midway Drive.

11 MR. SANDSTRUM: I will mark this as
12 Respondent's Exhibit 43, a one-page document, a canceled
13 check.

14 (Exhibit 43 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Can you tell me what this is?
17 Are you familiar with that document?

18 A. Yes, I am.

19 Q. Can you tell me what this is?

20 A. It is the deposit for the purchase of the
21 Midway location.

22 Q. And what is the date of the check?

23 A. October 16, 1997.

24 Q. And is that your signature at the bottom of
25 the check?

1 A. Yes, it is.

2 Q. Now, at the time that Arturo Santana-Lee
3 opened the El Cajon restaurant, was he an employee of
4 yours and Abelardo Santana?

5 A. You mean before he opened the El Cajon
6 restaurant, yes.

7 Q. How about at the time he opened it up?

8 A. I don't know if at the time he opened or if he
9 stopped working right before.

10 MR. SANDSTRUM: I am going to mark as
11 Respondent's 44 a one-page document. It's a menu, looks
12 like, "Santana's Mexican Grill, Es Muy Bueno, Home of
13 California Burrito."

14 (Exhibit 44 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with that menu?

17 A. Yes, I am.

18 Q. And who created it, if you know?

19 A. I did create the menu. And at that time my
20 friend, Mike, he would help me put it into the computer.

21 Q. And did you create that menu for use at the
22 El Cajon restaurant as well?

23 A. Yes.

24 Q. How about your other restaurants?

25 A. Yes, they were. That was the menu we were

1 using already at the Rosecrans and the Morena Boulevard.
2 We used that when the Midway was going to be opened
3 also.

4 Q. Do you have any knowledge whether or not
5 Arturo Santana-Lee used that menu for years later after
6 the El Cajon restaurant was opened?

7 A. Yes. He was using it, as far as I know, like
8 until 2005.

9 Q. Now, in connection with the El Cajon
10 restaurant that was opened by your ex-brother-in-law
11 Arturo Santana-Lee, did you arrange to obtain any
12 insurance for that restaurant?

13 A. Yes, since we were the guarantors for the
14 lease and he couldn't get insurance either unless our
15 name was on the insurance documents.

16 MR. SANDSTRUM: We'll mark as Respondent's
17 Exhibit 45 a seven-page document from Mid-Century
18 Insurance Company. Actually, what I'm going to do is
19 mark them 45-A up to 45-G.

20 (Exhibits 45-A to 45-G marked for
21 identification.)

22 BY MR. SANDSTRUM:

23 Q. Can you go through these seven pages marked as
24 Respondent's Exhibit 45-A through G and tell me if
25 you're familiar with those documents?

1 A. They are the insurance declarations, the
2 policies for the 411 Broadway in El Cajon. We were
3 named insured also on the policy since we were the
4 guarantors of that lease.

5 Q. And do you recall when you and Abelardo
6 Santana were no longer named insureds for the El Cajon
7 restaurant?

8 A. From what it says there, in 2003 when we
9 became a corporation.

10 2004, actually.

11 MR. SANDSTRUM: We'll mark as Respondent's
12 Exhibit No. 46 a one-page document, "Additional Insured
13 Endorsement," named insured Abelardo and Claudia Santana
14 and Arturo Santana DBA Santana's Mexican Grill with a
15 mailing address of 411 Broadway, El Cajon.

16 (Exhibit 46 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with this document?

19 A. Yes, I am.

20 Q. What is it?

21 A. It's the endorsement that most of the -- what
22 would you say? -- the lessors.

23 Q. The leasers?

24 A. Yes. The leasers ask you to insure them so
25 they're insured through their buildings. We have to do

1 that with every single contract.

2 MR. SANDSTRUM: We will mark as Respondent's
3 Exhibit 47 a one-page document. It's a "Fictitious
4 Business Name Statement," filing date of December 17th,
5 1997, for Santana's Mexican Grill for the El Cajon
6 restaurant.

7 (Exhibit 47 marked for identification.)

8 BY MR. SANDSTRUM:

9 Q. Are you familiar with that document?

10 A. Yes, I am.

11 Q. What is it?

12 A. The fictitious business name for the El Cajon
13 restaurant.

14 Q. And do you recognize the address on that
15 document?

16 A. Yes. It is Abelardo's and my address when we
17 used to live at 2067 Cecilia Terrace. Arturo didn't
18 have an address in the States. He lived in Tecate,
19 Mexico.

20 Q. When you opened the Midway restaurant -- when
21 did you open that restaurant?

22 A. July 1998.

23 Q. -- what did you name that restaurant?

24 A. Santana's Mexican Grill.

25 Q. And did anybody ever object to your using that

1 name at that restaurant?

2 A. No, because we were the owners of the name.
3 We were and are the owners of the name.

4 MR. SANDSTRUM: We will mark as Respondent's
5 Exhibit No. 48-A and 48-B, a four-page document. 48-A
6 is a two-page document, and 48-B is a two-page document.

7 (Exhibits 48-A and 48-B marked for
8 identification.)

9 BY MR. SANDSTRUM:

10 Q. Are you familiar with this document that's
11 part of your business?

12 A. Yes, I am. It's the fictitious business name
13 statement for the Midway location.

14 Q. For what date?

15 A. One is March 20th, 1998.

16 Q. Is that your signature at the bottom?

17 A. Yes, it is.

18 Q. How about Respondent's Exhibit 48-B? What is
19 that?

20 A. Same thing. When we became a corporation, I
21 transferred it to the corporation.

22 Q. And that's for the Midway restaurant?

23 A. That is for the Midway restaurant.

24 Q. To your knowledge, has your ex-father-in-law
25 ever used the name Santana's Mexican Grill associated

1 with Mexican restaurants?

2 A. No.

3 Q. Since the time you opened the Midway Drive
4 restaurant named Santana's Mexican Grill, did you and
5 Santana's Grill, Inc., continuously use that name at
6 that restaurant to the present?

7 A. Yes, we have.

8 Q. After the Midway restaurant was opened, what
9 was the next restaurant that you and your ex-husband
10 opened?

11 A. 580 South Pacific Street, San Marcos.

12 Q. And what did you name that restaurant?

13 A. Santana's Mexican Food and Grill. I don't
14 remember what the sign said outside. We used both.

15 Q. You used both of them?

16 A. Yes. We used both of them in all the
17 locations.

18 Q. And do you recall when you opened that store?

19 A. We opened in 2001, the end of 2001.

20 Q. And from the time you opened that location,
21 have you used the name Santana's Mexican Food and/or
22 Santana's Mexican Grill continuously to the present?

23 A. Yes, we have.

24 MR. SANDSTRUM: Mark as Respondent's
25 Exhibit 49 a one-page document entitled "Fictitious

1 Business Name Statement," Santana's Mexican Grill, for
2 580 South Pacific Street, San Marcos.

3 (Exhibit 49 marked for identification.)

4 BY MR. SANDSTRUM:

5 Q. Are you familiar with that document?

6 A. I am.

7 Q. And what is it?

8 A. Also a fictitious business statement for the
9 San Marcos location. This one is signed by my
10 ex-husband because he filled it out for San Marcos. He
11 registered at San Marcos. It was like two blocks from
12 there, the county register for San Marcos.

13 Q. It has a file date of 5/16/2002, correct?

14 A. Yes.

15 Q. Now, after you opened the Pacific Street
16 restaurant, what was the next restaurant that you and
17 your ex-husband opened?

18 A. 719 West Washington Street.

19 Q. And was that owned by the corporation
20 Santana's Grill, Inc.?

21 A. Yes, it was.

22 Q. And what did you name that restaurant?

23 A. Santana's Mexican Grill.

24 Q. And I think you said the date. When was it
25 opened again?

1 A. October 2003.

2 Q. And since the time you -- or your corporation
3 at the time, Santana's Grill, Inc., opened that
4 restaurant, has that restaurant continuously used the
5 name Santana's Mexican Grill and/or Santana's Mexican
6 Food at that location?

7 A. Yes, it has.

8 Q. To the present?

9 A. Yes, it has.

10 MR. SANDSTRUM: I'll mark as Respondent's
11 Exhibit 50 a one-page document entitled "Fictitious
12 Business Name Statement," Santana's Mexican Grill and
13 Santana's Mexican Food, 719 West Washington Street.

14 (Exhibit 50 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with that document as part of
17 your business?

18 A. Yes, I am.

19 Q. What is it?

20 A. Again, a fictitious business statement for
21 both names, Santana Mexican Grill and Food, for the
22 Washington location.

23 Q. And whose signature is at the bottom?

24 A. Mine.

25 Q. What is the file stamp date?

1 A. September 15, 2003.

2 Q. And after the Washington Street restaurant,
3 what was the next restaurant that the corporation,
4 Santana's Grill, Inc., opened?

5 A. 2303 Garnet Avenue.

6 Q. And what did you name that restaurant?

7 A. Both Santana's Mexican Food and Grill.

8 Q. And do you recall the date that was opened?

9 A. June 2004.

10 Q. So at the time that restaurant was opened, has
11 that restaurant through its owners, Santana's Grill,
12 Inc., continuously used the name Santana's Mexican Grill
13 or Santana's Mexican Food continuously to the present?

14 A. Yes, it has.

15 MR. SANDSTRUM: I'll mark as Respondent's
16 Exhibit 51 a one-page document entitled "Fictitious
17 Business Name Statement," Santana's Mexican Food and
18 Santana's Mexican Grill at 2303 Garnet Ave.

19 (Exhibit 51 marked for identification.)

20 BY MR. SANDSTRUM:

21 Q. Do you recognize that document as part of your
22 business?

23 A. Yes. Again, it is the fictitious business
24 name for the Garnet location, and it states both names
25 in there. And it is my signature at the bottom of the

1 page.

2 MR. SANDSTRUM: We're done with those.

3 We're going to mark as the next exhibit -- go
4 off the record.

5 (Discussion held off the record.)

6 MR. SANDSTRUM: Back on.

7 Mark as Respondent's Exhibit 52 a two-page
8 document, appears to be a restaurant logo with the
9 triangle pattern with the "Santana's Mexican Food" name
10 in the middle.

11 The second page has the same "Santana's
12 Mexican Food" name in the middle of the triangular
13 pattern, "Es Muy Bueno, Home of Famous California
14 Burrito."

15 (Exhibit 52 marked for identification.)

16 BY MR. SANDSTRUM:

17 Q. Are you familiar with those logos?

18 A. Yes, I am.

19 Q. And did you use those at your restaurants from
20 the date of creation to the present?

21 A. Yes, we have.

22 Q. Sometimes you use that logo with the name
23 Santana's Mexican Grill in the middle of the triangular
24 pattern?

25 A. Yes, we do.

1 Q. Who created that logo?

2 A. I did.

3 Q. When did you create that logo?

4 A. Around 1993.

5 Q. And to your knowledge, do your customers
6 recognize your restaurants because of that logo?

7 MS. ARMENTA: Objection. Calls for a legal
8 conclusion. Calls for speculation. Foundation.

9 BY MR. SANDSTRUM:

10 Q. Have customers often told you that they
11 recognize your restaurants because of that logo?

12 MS. ARMENTA: Same objections, and it calls
13 for hearsay.

14 THE WITNESS: Yes, they have. And also
15 because of the name Santana's.

16 MR. SANDSTRUM: Let's go off the record.

17 (Interruption in the proceedings.)

18 MR. SANDSTRUM: I'm going to mark as
19 Respondent's Exhibit 53 a one-page document entitled
20 "United States Patent and Trademark Office, Registration
21 No. 2,634,976."

22 (Exhibit 53 marked for identification.)

23 BY MR. SANDSTRUM:

24 Q. Are you familiar with this document?

25 A. Yes, I am. It's a registration for the name

1 Santana's Mexican Grill.

2 Q. And whose registration is it?

3 A. The corporation's, Santana's Grill, Inc.

4 Q. On this registration it has a date of
5 July 1998. Is that a correct date for the first use?

6 A. No, it's not. But I really got confused with
7 that lawyer, how she explained these. So I put the date
8 that the corporation actually used the name, but the
9 first use is when we assign it to letting Arturo
10 Santana-Lee use it as a licensee at the El Cajon
11 location.

12 Q. So the date of actual first use is when?

13 A. Was December 1997.

14 MR. SANDSTRUM: I'm going to mark as
15 Respondent's Exhibit 54 a one-page document entitled
16 "United States Patent and Trademark Office, Registration
17 No. 2,682,978."

18 (Exhibit 54 marked for identification.)

19 BY MR. SANDSTRUM:

20 Q. Are you familiar with this document?

21 A. Yes, I am.

22 Q. What is it?

23 A. It is the register for the logo that says
24 "Santana's Mexican Food, Es Muy Bueno, Home of Famous
25 California Burrito." And we only did it with Santana's

1 Mexican Food because the lawyer told me that was enough
2 because of the sawtooth pattern and it would take care
3 of both names since we're registering Santana's Mexican
4 Grill.

5 Q. I'm not sure I'm following. On this
6 registration's first use in commerce it has a date of
7 1988.

8 A. It was also a mistake. The name Santana's
9 Mexican Food, I was thinking of the name, not the actual
10 logo, this logo. I was thinking of Santana's Mexican
11 Food name when she explained. When she asked me how
12 long has this been used, the name, 1988. The logo --
13 1988 the name, but the logo was created by me in 1993,
14 this logo.

15 Q. So the date of first use is incorrect on this
16 exhibit, correct?

17 A. Yes.

18 Q. And did you file anything with the trademark
19 office to correct that date?

20 A. Yes.

21 MR. SANDSTRUM: We'll mark as Respondent's
22 Exhibit 55 a one-page document entitled United States
23 Patent and Trademark Office, Service Mark, Principal
24 Register.

25 (Exhibit 55 marked for identification.)

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It's also the register for the mark.

6 Q. Is that the document that shows the corrected
7 date of first use in commerce?

8 A. Yes, it is. 1993.

9 Q. And do you know when you filed a document with
10 the trademark office to make that correction?

11 A. I believe it's 2003 -- 2004.

12 MR. SANDSTRUM: I'll mark as Respondent's
13 Exhibit 56 a three-page document entitled "Request for
14 Corrected Registration Certificate Due to Error by
15 Registrant Under 37 C.F.R., Section 2.175."

16 (Exhibit 56 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with this document?

19 A. Yes, I am. It is the --

20 Q. Go ahead and look through all three pages.

21 A. Okay. It is what was sent to the
22 United States Patent and Trademark Office, stating what
23 I just said before, that I didn't put together both what
24 was asked, that the name was actually used in 1988 and
25 the mark, the logo that I was registering, wasn't used

1 until 1993.

2 Q. On the last page, is that your signature at
3 the bottom?

4 A. Yes, it is.

5 Q. And is there a date at the bottom?

6 A. 10/20/2003.

7 Q. Does that refresh your recollection when you
8 made this?

9 A. Yes. This was sent in 2003. That's what I
10 said. It was supposed to be amended.

11 Q. Since you and Abelardo Santana acquired the
12 Rosecrans restaurant, have both your efforts created
13 substantial goodwill in that restaurant?

14 MS. ARMENTA: Objection. Calls for a legal
15 conclusion. Calls for speculation. Lacks foundation.

16 THE WITNESS: Yes, we have.

17 BY MR. SANDSTRUM:

18 Q. And what efforts have you undertaken to
19 establish that goodwill?

20 MS. ARMENTA: Same objections and leading.

21 THE WITNESS: Try to have the same look in all
22 the restaurants. Of course it's limited. When we buy a
23 new restaurant or open a new restaurant, many times we
24 get limited to the building we already have. But if we
25 remodel the building, we are trying to make them all

1 look alike. And also having the same menus, same
2 uniforms, same everything. We have a Web page.
3 Everything goes so everything is uniform.

4 BY MR. SANDSTRUM:

5 Q. Have you used the same food items in all your
6 restaurants?

7 A. Yes, we have.

8 MS. ARMENTA: Objection. Leading.

9 BY MR. SANDSTRUM:

10 Q. How about paper products? Do you use the same
11 paper products?

12 MS. ARMENTA: Same objections.

13 THE WITNESS: Yes, we do.

14 BY MR. SANDSTRUM:

15 Q. How long have you had a Web site advertising
16 your restaurants?

17 A. Ten years. Since 1998.

18 MR. SANDSTRUM: Attach as Respondent's 57 a
19 22-page document.

20 (Exhibit 57 marked for identification.)

21 BY MR. SANDSTRUM:

22 Q. Are you familiar with this document?

23 A. Yes, I am.

24 Q. Go through all 22 pages.

25 A. It is our current Web page. Most of it I

1 designed. I update the Web page whenever I can.

2 Q. For the last ten years have your Web sites
3 been similar to that Web site?

4 A. Yes.

5 Q. Is this a Web site for all six restaurants
6 that we've mentioned today?

7 A. Yes, it is.

8 Q. Did your ex-father-in-law, the petitioner in
9 these proceedings, have any involvement with creating
10 the name Santana's Mexican Grill?

11 MS. ARMENTA: Could you read that back,
12 please?

13 (The pending question was read.)

14 MS. ARMENTA: Objection. Lacks foundation.
15 Calls for speculation.

16 THE WITNESS: No, he didn't. It was created
17 by Abelardo Santana.

18 BY MR. SANDSTRUM:

19 Q. How about with respect to the logo, the
20 service mark, Registration No. 2,682,978?

21 MS. ARMENTA: Same objections and overbroad.

22 THE WITNESS: No, he didn't. I created that
23 logo.

24 BY MR. SANDSTRUM:

25 Q. Respondent's No. 53, the service mark,

1 Santana's Mexican Grill, since the date of registration
2 has Santana's Grill, Inc., used this mark continuously
3 at its restaurants to the present?

4 A. Yes.

5 Q. Looking at the service mark for Santana's
6 Mexican Food design containing the logo that you
7 mentioned, No. 2,682,978, has Santana's Grill, Inc.,
8 used that mark continuously to the present, from the
9 date of registration to the present?

10 A. Yes, it has.

11 Q. Would that be true for the service mark for
12 the name "Santana's Mexican Food, Es Muy Bueno"?

13 A. Yes, it has.

14 MR. SANDSTRUM: Attach as Respondent's 58 a
15 one-page document that says "Carne Asada Plate."

16 (Exhibit 58 marked for identification.)

17 BY MR. SANDSTRUM:

18 Q. Are you familiar with that document as part of
19 your business?

20 A. Yes, I am.

21 Q. What is it?

22 A. It is the drawing that the company that did
23 our signs for the Moreno location submitted to the city
24 so we could get the menu on the signs approved for the
25 Santana's Mexican Food.

1 Q. For the Moreno Boulevard location?

2 A. For the Moreno Boulevard location.

3 Q. And did you eventually get approval of that
4 design?

5 A. Yes, I did. It has the stamp from the city so
6 that it was the final.

7 Q. Do you have any kind of recollection as to how
8 much you and your ex-husband Abelardo Santana or your
9 corporation, Santana's Grill, has spent on advertising
10 from 1992 to the present --

11 A. Yes.

12 Q. -- with respect to your restaurants?

13 A. Yes. We have spent over \$550,000.

14 Q. And does part of your restaurant services, do
15 you sell merchandise bearing the Santana's Mexican Food
16 mark and logo?

17 A. Yes, we do.

18 MR. SANDSTRUM: Let's take a quick five-minute
19 break.

20 (Recess taken.)

21 MR. SANDSTRUM: Back on the record.

22 I'm going to attach to this transcript
23 Respondent's Exhibit 59, a two-page document.

24 (Exhibit 59 marked for identification.)

25 ///

1 BY MR. SANDSTRUM:

2 Q. Are you familiar with that document?

3 A. Yes, I am.

4 Q. What is it?

5 A. It is the uniform requirement for our
6 employees and how they should dress up.

7 Q. For all of your restaurants?

8 A. For all of our restaurants.

9 Q. How long have you been using that requirement?

10 A. Since 1992, '93, when we started doing the
11 uniforms.

12 MR. SANDSTRUM: We'll mark as Respondent's
13 Exhibit 60 a three-page document.

14 (Exhibit 60 marked for identification.)

15 BY MR. SANDSTRUM:

16 Q. Are you familiar with these documents?

17 A. Yes, I am.

18 Q. What are they?

19 A. It is the merchandise that we sell on our Web
20 site and we also sell in the store for Santana's Mexican
21 Grill and for the restaurants.

22 Q. And by "store," are you referring to your
23 restaurants?

24 A. Yes, at our restaurants.

25 Q. And how long have you been selling merchandise

1 like that at your restaurants?

2 A. 1993. But on the Web site, I started about
3 three years ago.

4 Q. So you started putting the merchandise on your
5 Web site about three years ago?

6 A. I did like a quick shopping cart thing on the
7 Web site.

8 Q. Now, was your ex-brother-in-law Arturo
9 Santana-Lee an employee of yours and Abelardo Santana
10 through the end of 1997?

11 A. Yes, he was.

12 MR. SANDSTRUM: I'm going to mark as
13 Exhibit 61 a two-page document, redacted two-page
14 document, the W-2 Wage and Tax Statement, 1997, and a
15 quarterly base wage file. And I'll represent that the
16 social security has been redacted, wages have been
17 redacted.

18 (Exhibit 61 marked for identification.)

19 MS. ARMENTA: I'm going to like to see that
20 document.

21 BY MR. SANDSTRUM:

22 Q. Let me ask if you're familiar with this
23 document, first?

24 A. Yes, I am.

25 Q. What is it?

1 A. This one is the W-2 showing that Arturo
2 Santana-Lee worked for me at the Rosecrans location.
3 And the second page is the summarized -- the summary of
4 his wages per quarter.

5 Q. And it actually shows he was an employee of
6 yours and Abelardo Santana through the end of 1997?

7 A. Yes.

8 MR. SANDSTRUM: What I'm going to do with the
9 unredacted version, per the rules, I'm going to file
10 that under seal pursuant to the standard protective
11 order of the Trademark and Appeals Board and mark it
12 "Confidential," and it will be filed in a separate
13 envelope at the time the transcript's filed, but the
14 redacted version will be part of this transcript.

15 BY MR. SANDSTRUM:

16 Q. With respect to the logo that we've talked
17 about today, the triangular pattern logo that you
18 testified you created, what was the first restaurant to
19 use that logo, to your knowledge?

20 A. 1480 Rosecrans Street.

21 Q. Since 1993, after you started using this logo
22 we've talked about today, the triangular pattern logo
23 with the names Santana's Mexican Food or Santana's
24 Mexican Grill sandwiched between those two designs, have
25 your efforts in that logo helped to create substantial

1 goodwill in your restaurants?

2 MS. ARMENTA: Objection. Calls for legal
3 conclusion. Vague. Lacks foundation. Calls for
4 speculation.

5 THE WITNESS: Yes, it has.

6 BY MR. SANDSTRUM:

7 Q. And how do you know that?

8 A. How do I know that? Because of customers, all
9 the e-mails we get. I did a contest on the printed
10 pages that are on my Web site. We have done contests to
11 go to Cabo San Lucas. So many customers recognize just
12 by looking at the logo that they're going to eat good
13 quality food and the same standards in every restaurant
14 they go in that they have that logo.

15 MR. SANDSTRUM: I'll pass right now.

16

17

EXAMINATION

18 BY MS. ARMENTA:

19 Q. Let me show you Exhibit R-31, Respondent's 31.
20 You previously identified Mr. Arturo Santana Gallego's
21 signature at the bottom of that page.

22 Do you remember that?

23 A. Yes.

24 Q. Whose handwriting is that that filled the
25 balance of the form?

1 A. Mine.

2 Q. Did you ever provide Mr. Santana Gallego a
3 copy of this form translated into Spanish in written
4 form?

5 A. No. He spoke English. He had already filed
6 those kind of forms previously.

7 Q. You didn't assist him in filing the previous
8 forms, did you?

9 A. No, I didn't.

10 Q. You only assisted in preparing this form,
11 right?

12 A. Yes.

13 Q. My only question for you is, did you prepare
14 this in Spanish for him?

15 A. No.

16 Q. Now, let me ask you another question. On
17 Exhibit Respondent's 32, whose handwriting is that that
18 filled out that form?

19 A. Mine.

20 Q. Did you prepare that form in Spanish as well?

21 A. No, I didn't.

22 Q. Exhibit Respondent's 33, did you prepare that
23 form? Is that your handwriting on the form?

24 A. Yes, it is.

25 Q. Did you prepare that in Spanish?

1 A. No, I didn't.

2 Q. Respondent's 34 is before you. Did you
3 prepare the handwriting on that form?

4 A. Yes.

5 Q. Did you prepare that form in Spanish?

6 A. No.

7 I'm not a translator.

8 MR. SANDSTRUM: What number is that? I'm
9 sorry.

10 MS. ARMENTA: Motion to strike the last
11 comment as nonresponsive.

12 It's R-35.

13 BY MS. ARMENTA:

14 Q. Now, I think you said before that you
15 understood that as a result of the fictitious business
16 name statements and the transfer to you that you and
17 your husband received a transfer of the name Santana's
18 Mexican Food.

19 Do you remember that?

20 MR. SANDSTRUM: That misstates testimony.

21 BY MS. ARMENTA:

22 Q. Let me ask you this. Other than the
23 fictitious business name statements that we've looked at
24 today, is there any other basis on which you say that
25 you and your husband received the name -- the use of the

1 name Santana's Mexican Food?

2 MR. SANDSTRUM: That's overbroad. She's
3 testified to many issues today. Calls for a narrative
4 and also misstates her testimony.

5 MS. ARMENTA: You can answer.

6 MR. SANDSTRUM: Misstates the evidence
7 submitted today.

8 MS. ARMENTA: Ms. Reporter, would you read
9 back the question, please.

10 (The record was read as follows:

11 "Question: Other than the fictitious
12 business name statements that we've
13 looked at today, is there any other basis
14 on which you say that you and your
15 husband received the name -- the use of
16 the name Santana's Mexican Food?")

17 THE WITNESS: The bases are that we purchased
18 the Rosecrans location and that was the restaurant that
19 first used the name. And with the abandonment of the
20 name through the fictitious name and being the first one
21 to use that name, we became the legal owners. Those are
22 my bases.

23 BY MS. ARMENTA:

24 Q. And were you aware at the time that you
25 purchased the Rosecrans restaurant named Santana's

1 Mexican Food that at that time there was another
2 restaurant called Santana's Mexican Food in existence in
3 Yucca Valley?

4 MR. SANDSTRUM: Asked and answered.

5 THE WITNESS: Yes, I was.

6 BY MS. ARMENTA:

7 Q. In 1992 when you became an owner of Santana's
8 Mexican Food at Rosecrans, did you undertake any efforts
9 to stop the Yucca Valley restaurant from using the name
10 Santana's Mexican Food?

11 A. No. I have stated before that Yucca Valley
12 was very far away and it wasn't even -- it wasn't in the
13 map, kind of. It was far away, and it wasn't the
14 primary business.

15 MS. ARMENTA: Let me move to strike most of
16 that response as nonresponsive.

17 BY MS. ARMENTA:

18 Q. I'll try to ask you the question again. Did
19 you do anything to stop Santana's Mexican Food in Yucca
20 Valley from using that name at the time that you
21 acquired the Rosecrans restaurant?

22 A. No, I didn't. I didn't have to.

23 Q. Did you do anything in 1993 to stop Santana's
24 Mexican Food in Yucca Valley from using the name?

25 A. No. I actually went over there after I

1 created the logo and helped them change the logo so we
2 could have the same uniform that we had been trying to
3 work since 1992.

4 Q. Did you do anything in 1994 to stop Yucca
5 Valley Santana's Mexican Food from using the name
6 Santana's Mexican Food?

7 A. No, I didn't. It's a --

8 MR. SANDSTRUM: It's a "yes" or "no."

9 THE WITNESS: Okay.

10 BY MS. ARMENTA:

11 Q. Do you do anything in 1995?

12 A. No.

13 Q. Did you undertake any efforts in 1996 to stop
14 the Yucca Valley Santana's Mexican Food from using that
15 name?

16 A. No.

17 Q. Did you undertake any efforts in 1997 to stop
18 Santana's Mexican Food from using that name?

19 A. No.

20 Q. Did you undertake any efforts in 1998 to stop
21 Santana's Mexican Food in Yucca Valley from using that
22 name?

23 A. No.

24 Q. Did you undertake any efforts in 1999 from
25 using the name Santana's Mexican Food?

1 A. No.

2 Q. Did you undertake any efforts in the year 2000
3 to stop the Yucca Valley Santana's Mexican Food from
4 using that name?

5 A. No.

6 Q. What about the year 2001?

7 A. No.

8 Q. The year 2002?

9 A. No.

10 Q. What was the very first thing that you did, if
11 anything, to try to stop the Yucca Valley Santana's
12 Mexican Food from using that name?

13 A. It was in 2003. We had several conversations.
14 Not me, actually. My ex-husband had the conversations
15 that we are trying to do all the things uniform.
16 Everybody knew. I repeat that from my previous one,
17 that we were registering the mark, and that as soon as
18 that mark was registered, we were going to enforce for
19 all the Santana's Mexican Food or Grill restaurants to
20 be uniform as to our standards.

21 MS. ARMENTA: Motion to strike that answer as
22 nonresponsive.

23 BY MS. ARMENTA:

24 Q. So the first thing you did was talk to your
25 husband or did you talk to Arturo Gallego? I'm asking

1 you what you did.

2 A. Talked to my husband.

3 Q. And then what was the next thing that you,
4 Claudia Vallarta-Santana, did in connection with trying
5 to stop Santana's Mexican Food in Yucca Valley from
6 using that name?

7 A. After they said they were not going to change,
8 that they were not going to follow the instructions to
9 use the same quality of control and menus and
10 everything, we filed --

11 We sent a letter, actually, to your brother
12 to -- I don't know if your brother was in Yucca Valley
13 or Victorville. I don't know.

14 Q. So is it fair to say that from 1992 until 2002
15 you undertook absolutely no efforts to stop the Yucca
16 Valley Santana's Mexican Food from using that name? Is
17 that true?

18 MR. SANDSTRUM: Misstates testimony.

19 THE WITNESS: Yes.

20 BY MS. ARMENTA:

21 Q. Did the Yucca Valley restaurant, to your
22 knowledge, change locations during those ten years?

23 A. No, it didn't. It changed ownership.

24 Q. So at the beginning in 1992 when you said
25 Yucca Valley wasn't even on the map, did it get on your

1 map later?

2 A. Did it get on my map later?

3 Q. Sure.

4 MR. SANDSTRUM: It's vague and ambiguous.

5 MS. ARMENTA: I'm using the witness's own

6 words.

7 MR. SANDSTRUM: I'm still objecting.

8 MS. ARMENTA: Okay.

9 BY MS. ARMENTA:

10 Q. Did it somehow move in location closer to your
11 restaurants?

12 A. It has never moved.

13 Q. The Yucca Valley restaurant has always been
14 located in San Bernardino County; is that right?

15 A. I don't know what county it is.

16 Q. Is it located in San Diego County?

17 A. No.

18 Q. And all of your restaurants, the ones that you
19 have ever owned or own an interest in, were all located
20 in San Diego County, right?

21 A. Yes, they have.

22 Q. Have either you, your husband, or Santana's
23 Mexican Grill, Inc., ever owned any Santana's restaurant
24 outside of San Diego County?

25 A. Yes, we have.

1 Q. Where?

2 A. In San Bernardino County in Victorville.

3 Q. Is that one currently opened?

4 A. No, it is not.

5 Q. How long was it opened?

6 A. It was opened under Santana's Mexican Food for
7 about two years.

8 Q. What years?

9 A. 1992 until 1994.

10 Q. During the years that the Victorville
11 Santana's was open, did you undertake any efforts to
12 stop the Yucca Valley Santana's Mexican Food from using
13 that name?

14 A. No.

15 Q. You didn't have any direct conversations with
16 your former father-in-law about the transaction by which
17 you and your ex-husband acquired the Rosecrans
18 restaurant, did you?

19 A. No.

20 Q. You didn't have any direct conversations with
21 him about whether or not selling or giving the
22 restaurant to you meant that you had the exclusive right
23 to use the name, did you?

24 A. No.

25 MS. ARMENTA: I don't have any further

1 questions.

2 MR. SANDSTRUM: I'll just take two seconds to
3 look at my notes.

4 (Recess taken.)

5 MR. SANDSTRUM: Back on the record.

6

7 FURTHER EXAMINATION

8 BY MR. SANDSTRUM:

9 Q. Earlier you testified that you did not
10 transcribe Respondent's Exhibits 31 to 35 to your former
11 father-in-law Arturo Santana Gallego, correct?

12 A. Correct.

13 Q. Did you explain the contents of those
14 exhibits --

15 A. Yes, I did.

16 Q. -- with respect to the documents reflecting
17 the transfer of the Rosecrans restaurant to you and
18 Abelardo Santana?

19 A. Yes, I did. There's no way he would sign any
20 paper if he didn't have -- if he didn't have an
21 explanation. You don't get a signature from him if he
22 doesn't have an explanation of what he's signing.

23 Q. All the documents, the exhibits I just
24 mentioned, you explained to your ex-father-in-law,
25 correct?

1 A. Yes, I did.

2 Q. And he understood, correct?

3 A. Yes, he did.

4 MR. SANDSTRUM: No more questions.

5 MS. ARMENTA: Nothing.

6 Same stipulation?

7 MR. SANDSTRUM: Same stipulation.

8 MS. ARMENTA: And send me a copy.

9 (The following stipulations were
10 agreed upon in the deposition of BENITO
11 SANTANA-LEE taken on APRIL 4, 2008:

12 "MR. SANDSTRUM: The original deposition
13 will be sent to my office as soon as you
14 can, and then I will forward it off to
15 the witness. Actually, strike that.

16 "We're waiving signing before a
17 notary or a person who's authorized to
18 administer an oath. And we're waiving
19 signing requirements by this witness,
20 reading and signing requirements for this
21 witness. We're waiving having to put the
22 exhibits in a sealed envelope at this
23 point in time and send it to the
24 Trademark Trial and Appeals Board. And
25 we are stipulating to the fact that to

1 the extent there are Code of Federal
2 Regulations or Trademark Office rules
3 that we're not complying with with
4 respect to the transcript, that we have
5 the right to amend and make sure they are
6 in compliance.

7 "MS. ARMENTA: Let me stipulate with the
8 following caveat. Let me make clear that
9 that stipulation applies to all
10 Spanish-speaking witnesses who have used
11 an interpreter in these proceedings; and,
12 secondly, if Counsel identified any
13 transcription errors or any issues in
14 transcription that Counsel will bring
15 that to the attention of either the
16 witness or the witness's counsel so that
17 we can engage an interpreter to go over
18 that particular part of the testimony;
19 and that the witness retains the right,
20 if it's brought to their attention, to
21 address potential errors in
22 transcription.

23 "MR. SANDSTRUM: Okay. I'll stipulate
24 with the caveat that the Trademark rules
25 are clear that material changes in

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testimony are improper and won't be permitted.

"MS. ARMENTA: You can't stipulate to do away with the rules.

"MR. SANDSTRUM: Absolutely.

"MS. ARMENTA: So stipulated.")

(Proceedings concluded at 11:56 a.m.)

-oOo-

1 I, CLAUDIA VALLARTA, hereby declare under
2 penalty of perjury that the foregoing is my deposition
3 under oath; that these are the questions asked of me and
4 my answers thereto; that I have read my deposition and
5 have made corrections, additions, or changes that I deem
6 necessary.

7 DATED this _____ day of _____ 200__.

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CLAUDIA VALLARTA

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN DIEGO)

3
4 I, Vivian R. Weiss, RPR, a Certified Shorthand
5 Reporter for the State of California, do hereby certify
6 that the witness in the foregoing proceeding was by me
7 duly sworn; that the proceeding was then taken before me
8 at the time and place herein set forth; that the
9 testimony and proceedings were reported stenographically
10 by me and later transcribed by computer-aided
11 transcription under my direction; that the foregoing is
12 a true record of the testimony and proceedings taken at
13 that time.

14 I further certify that I am a disinterested
15 person and that I am in no way interested in the outcome
16 of said action.

17
18 IN WITNESS WHEREOF, I have subscribed my name
19 this 16th day of April 2008.

20
21 
22 Vivian R. Weiss, RPR, CSR No. 12380
23
24
25

October 11, 1991

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

Claudia Vallarta
Respondent's Ex. 29
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

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,

C Vallarta
CLAUDIA VALLARTA-SANTANA

Dr George Farres
DR. GEORGE FARRES

Abelardo Santana
ABELARDO SANTANA

C Vallarta
CLAUDIA VALLARTA-SANTANA

All terms & conditions of previous 12-10-
Lease are in effect.

C Vallarta *G. Farres*



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

077
4 FOLIO
11-1-88
3 15 PM '88
ZUMWALT
SAN DIEGO 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

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) 2-77-555
709 3523 3/14/88 10:00 AM
709 3523 41A 3/14/88 10:00 AM
(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 27

SIGNATURE OF REGISTRANT: _____

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

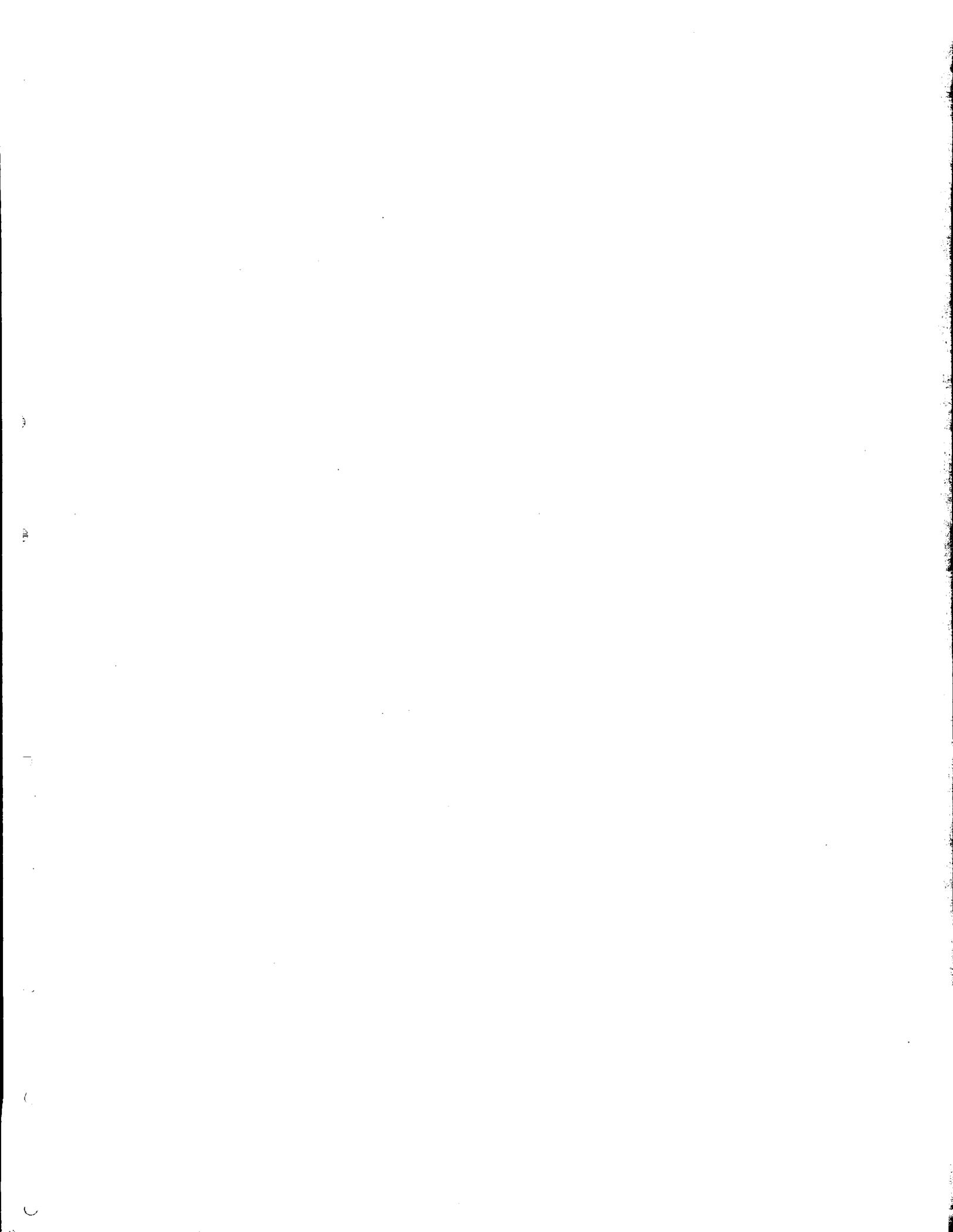
N-O-T-I-C-E

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:

Claudia Vallarta
Respondent's Ex. 30
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

DEC. 31, 1993

ASSIGNED FILE NO. 8805655





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

Business Tax Certificate No.
86015722

Effective Date of Change: 12-31-91

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:

1430 ROSECRANS ST
 NUMBER STREET
SAN DIEGO CA 92106 (619) 226-8745
 CITY STATE ZIP CODE 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
- Sole to Corporation
- Partnership to Sole
- Partnership to Corporation
- Corporation to Sole
- 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.
 [REDACTED]

Name: CLAUDIA VALLARTA-SANTANA

Residence Address: 5810 RILEY ST #1
SAN DIEGO, CA 92110

S.S. #
 [REDACTED]

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.)

[Signature]
 OWNER'S SIGNATURE

12-31-91
 DATE

(PLEASE FILL OUT IN DUPLICATE AND RETAIN ONE COPY)

FOR OFFICE USE ONLY

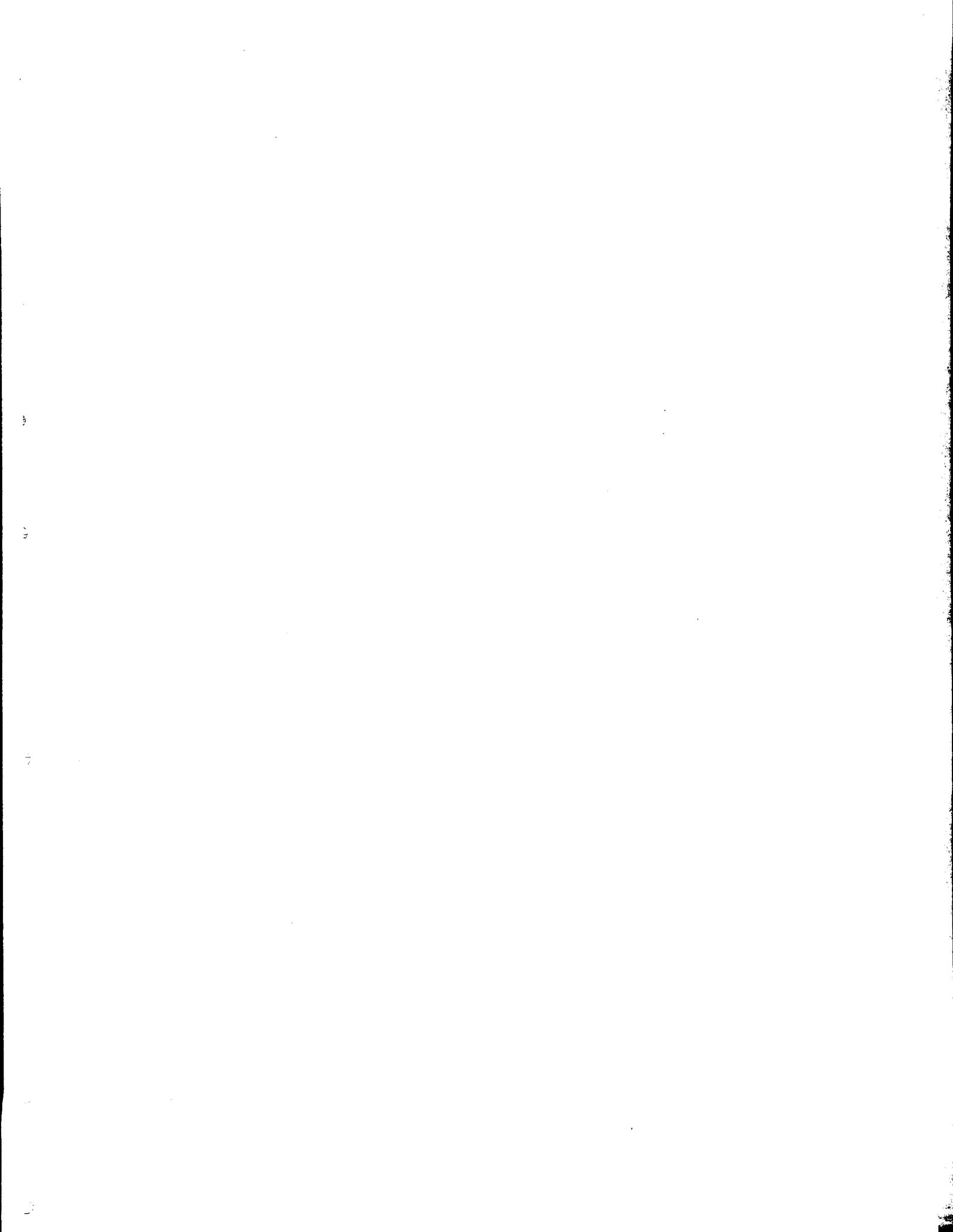
Zoning fee required: YES _____ NO _____
 (circle one)

Payment Date: _____ Total Paid: _____ Total Owed: 12.00

TM-1027 (Rev. 8-90)

Claudia Vallarta
 Respondent's Ex. 31
 Gallego v Santana's
 4/4/08 - 1 pg
 V.R. Weiss, CSR

86015722



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

This Space For Use of County Clerk

FILED
Annette J. Evans, Clerk
JAN 09 1992

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 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 ABELACTO 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 - either than a Partnership Other (Specify)

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

SIGNATURE OF REGISTRANT: [Signature]

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 1992

[Handwritten signature]

ASSIGNED FILE NO. 32604755

Claudia Vallarta
Respondent's Ex. 32
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

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
Annette J. Evans, Clerk

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 and published in The County of San Diego, State of California, and 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 copy published in said newspaper on

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

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

Feb. 13, 1992



Signature

File No: 92 00475

SG00003



PLEASE PRINT OR TYPE

This Space For Use of Recorder/County Clerk

ANNETTE J. EVANS
RECORDER/COUNTY CLERK

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

F U L L D
Annette J. Evans, Clerk

JAN 09 1992

SEE REVERSE SIDE
FOR INSTRUCTIONS

FILING FEE - \$5.00
FOR EACH BUSINESS NAME

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.D. 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 #2. _____
(Full Name - Type/Print) (Full Name - Type/Print)
3211 HUGO ST _____
(Residence Address of State of Incorporation) (Residence Address or State of Incorporation)
SAN DIEGO, CA 92106 _____
(City and Zip Code) (City and Zip Code)

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

(Residence Address or State of Incorporation) (Residence Address or State of Incorporation)

(City and Zip Code) (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. 8805855

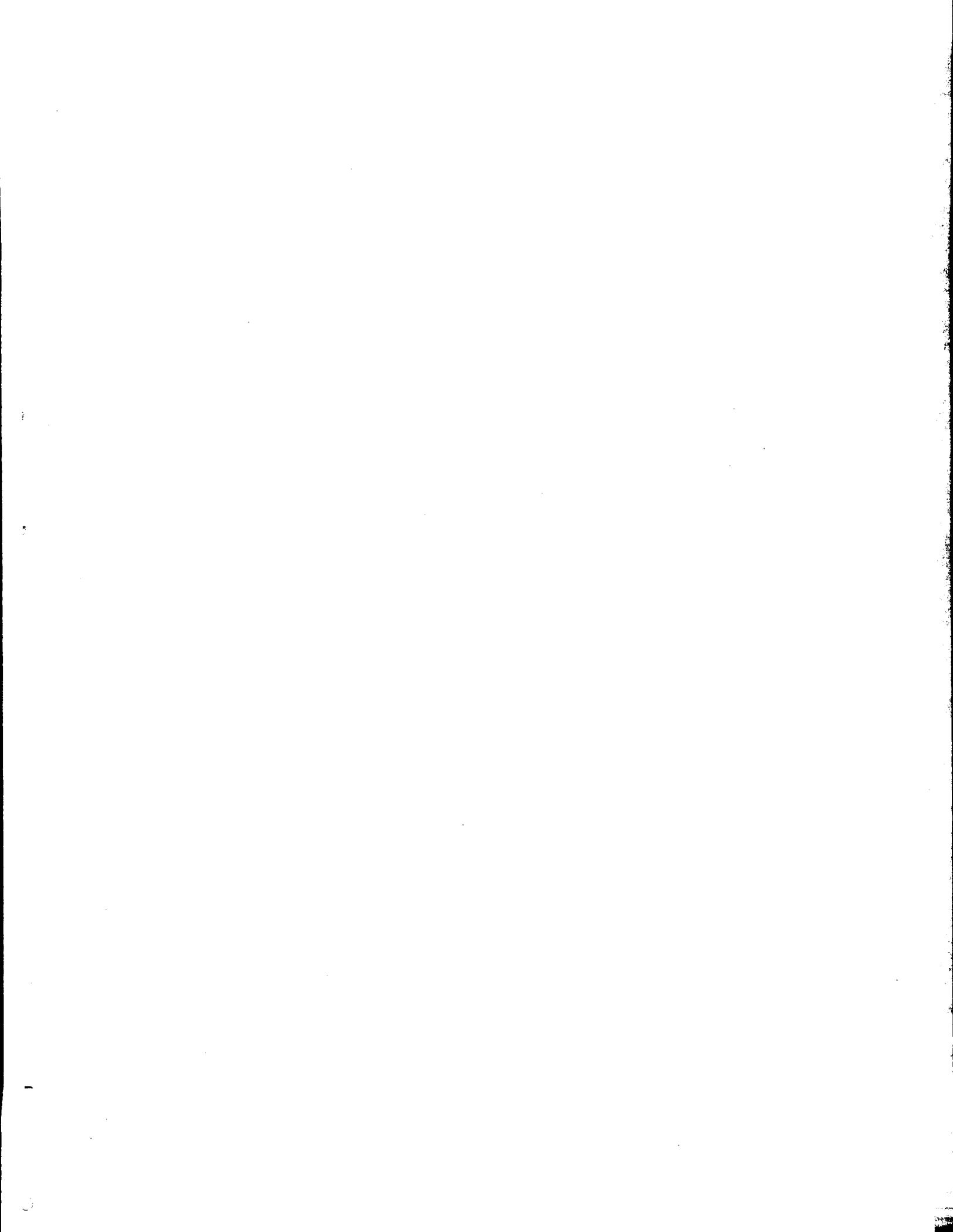
(4) Signature of registrant: [Signature]
ARTURO SANTANA-GALLEGO
(Printed Name of Person Signing and if a Corporate Officer, also State Title)

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

NEW ASSIGNED NO. 9200474

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME

Claudia Vanarta
Respondent's Ex. 33
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR





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

Business Tax Certificate No.
86015722

Effective Date of Change: _____

REPORTING CHANGE IN:
 (Please check all applicable)

ZUC NO:

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

OWNER'S NAME: CLAUDIA VALLARTA-SANTANA
 BUSINESS NAME: SANTANA'S 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: _____ S.S. # _____
 Residence Address: _____ S.S. # _____
 Name: _____ S.S. # _____
 Residence Address: _____

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.)

[Signature] OWNER'S SIGNATURE 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 _____

Claudia Vallarta
 Respondent's Ex. 34
 Gallego v Santana's
 4/4/08 - 1 pg
 V.R. Weiss, CSR

86015722

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

#1997-000138

JAN 03 1997
09:55

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: JAN 01 2002
DEPUTY: TSNICEL

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

(2) LOCATED AT: 1480 ROSECRANS STREET
(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
(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 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)

#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: JAN 1, 1997

SIGNATURE OF REGISTRANT: [Signature]
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.

Claudia Vallarta
Respondent's Ex. 35
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

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:

Vanessa Aquino

ASSIGNED FILE NO.



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

81998-010001

APR 14 1998
10:42

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 12.00
OFFICE: 1600 PACIFIC HWY
SAN DIEGO, CALIFORNIA

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 FOOD
(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1480 ROSELAND 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 92104
(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)

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

ALBUQUERQUE
(Residence address if not incorporated)
(State of incorporation if incorporated)

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

(City and Zip)

(City and Zip)

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

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

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

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

(City and Zip)

(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: JAN. 1, 1992

SIGNATURE OF REGISTRANT:

Claudia V. Santana
CLAUDIA V. SANTANA Vice President
(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. Secretary

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:

Claudia Vallarta
Respondent's Ex. 36
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

V.P. Santana

ASSIGNED FILE NO.

File No: 98 10001

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

SANTANAS MEXICAN FOOD
Claudia V. Santana, Vice President/
1480 Rosecrans St
San Diego, CA 92106-

F I L E D
GREGORY J. SMITH
RECORDS & COUNTY CLERK

MAY 28 1998

BY: _____
DEPUTY

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

I, Regina 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 10001

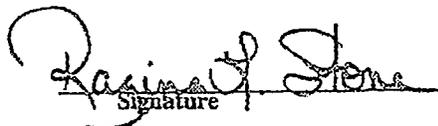
The name of the business: SANTANAS MEXICAN FOOD . located at: 1480 Rosecrans St, San Diego, CA 92106-, , Is (are) hereby registered by the following owner(s): Santanas Grill, Inc. California This business conducted by: a Corporation. The registrant commenced the transaction of business on 1/1/92. s/s: 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


Signature

File No: 98 10001



GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2003-020530

JUN 24 2003
13:34

GREGORY J. SMITH

SAN DIEGO COUNTY RECORDER

FEES: 17.00

EXPIRES: JUN 24 03

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

DEPUTY: CUMMINS

PLEASE PRINT/TYPE
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SEE BACK OF FORM
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- \$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
- \$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
- \$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD

b. _____

(2) LOCATED AT:

1480 ROSECRANS ST. SAN DIEGO, CA 92110
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: _____

(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 11/1/92 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1	<u>SANTANAS GRILLING</u>	#2	_____
	Owner's Name or Corporation Name if incorporated		Owner's Name or Corporation Name if incorporated
	<u>CALIFORNIA</u>		_____
	Residence Address or give STATE if incorporated		Residence Address or give STATE if incorporated
	City State Zip		City State Zip
#3	_____	#4	_____
	Owner's Name or Corporation Name if incorporated		Owner's Name or Corporation Name if incorporated
	Residence Address or give STATE if incorporated		Residence Address or give STATE if incorporated
	City State Zip		City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature]
(Signature of Registrant)

CLAUDIA SANTANA Vice-President
(Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE. NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE). IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By B. Gallego Deputy

Claudia Vallarta
Respondent's Ex. 37
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

FOR BANK AND OTHER AGENCY

SAN DIEGO COMMERCE

SD#: 559703

2652 4th Avenue, Suite 200, San Diego, California 92103
Telephone (619) 232-3486 / Fax (619) 232-1159

CLAUDIA SANTANA
SANTANA'S MEXICAN FOOD
1480 ROSECRANS STREET
SAN DIEGO, CA 92106

FICTITIOUS BUSINESS
NAME STATEMENT
FILE NO. 2003-020530
(1) FICTITIOUS BUSINESS NAME(S):
SANTANA'S MEXICAN FOOD
(2) LOCATED AT: 1480 Rosecrans St.,
San Diego, CA 92106.
(3) THIS BUSINESS IS CONDUCTED
BY: A Corporation
(4) THE FIRST DAY OF BUSINESS
WAS: 1/1/92.
(5) THIS BUSINESS IS HEREBY
REGISTERED BY THE FOLLOWING:
Santana's Grill, Inc., California
I declare that all information in this
statement is true and correct. (A registrant
who declares as true information which he
or she knows to be false is guilty of a
crime.)
(6) */s/* CLAUDIA SANTANA Vice-
President
This Statement was filed with GREGORY
J. SMITH, Recorder/County Clerk of SAN
DIEGO County on June 24, 2003.
NOTICE- This Fictitious Name Statement
expires five (5) years from the date it was
filed in the office of the County Clerk. A
New Fictitious Business Name Statement
must be filed before that time.
The filing of this statement does not of
itself authorize the use in this state of a
Fictitious Business name in violation of
the rights of another under Federal, State,
or Common Law (See Section 14411 et
seq., Business and Professions Code). IT
IS THE RESPONSIBILITY OF THE
REGISTRANT TO DETERMINE THAT
THE FICTITIOUS BUSINESS NAME
SELECTED WILL NOT VIOLATE
ANOTHER'S RIGHTS ESTABLISHED
UNDER LAW.
07/15/03, 07/22/03, 07/29/03, 08/05/03
SD-559703#

COPY OF NOTICE

Notice Type: FNS FICTITIOUS BUSINESS NAME
Ad Description: 2003020530 SANTANA'S MEXICAN FOOD

To the right is a copy of the notice you sent to us for publication in the SAN DIEGO COMMERCE. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

07/15/03, 07/22/03, 07/29/03, 08/05/03

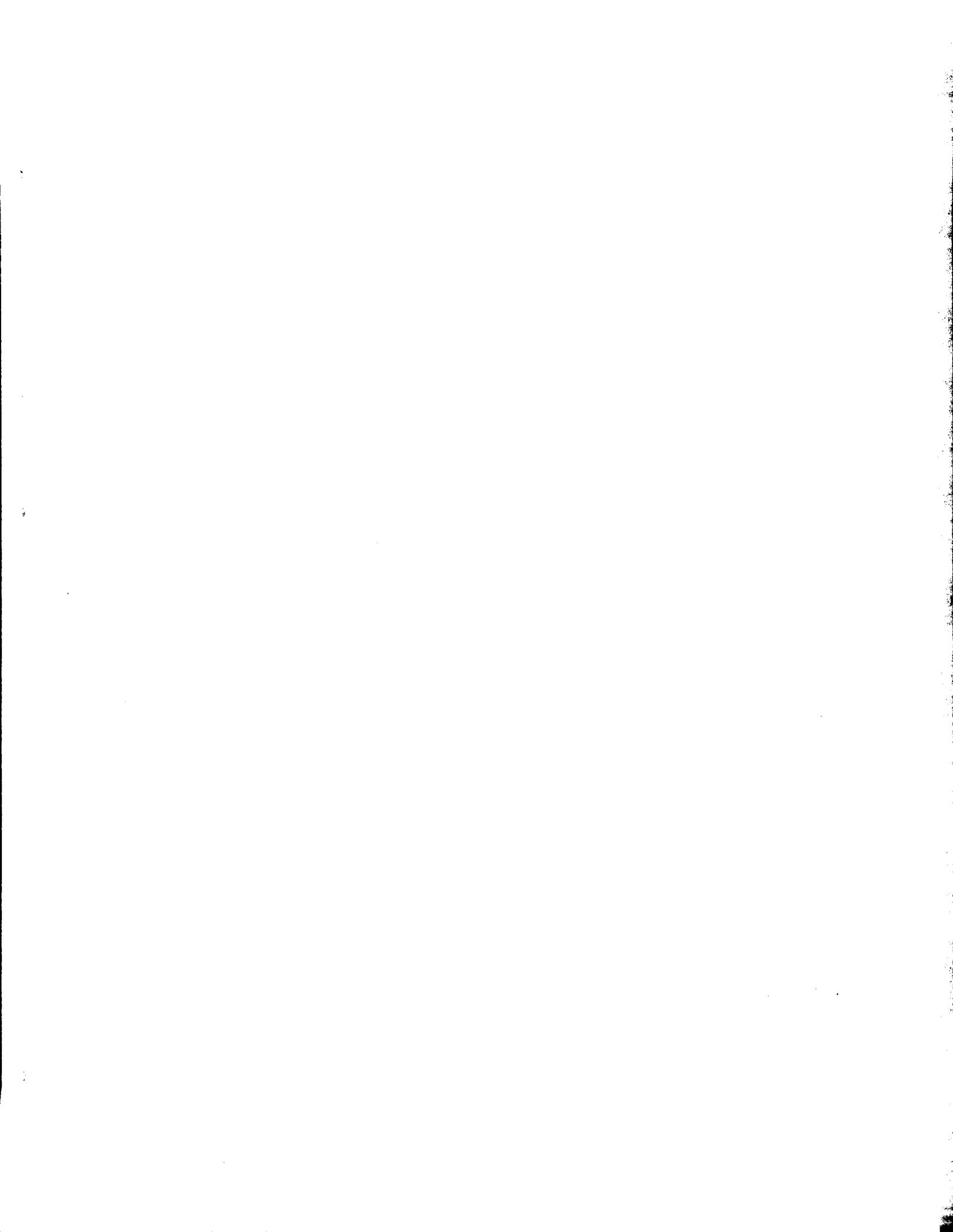
The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication \$ 10.00
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San Francisco Daily Journal (415) 252-0500
San Jose Post-Record (408) 287-4866
Sonoma County Herald-Recorder (707) 545-1166
The Los Angeles Daily Journal (213) 229-5300
The (Oakland) Inter-City Express (510) 272-4747
The (Sacramento) Daily Recorder (916) 444-2355



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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

#1997-000139

JAN 03 1997
09:59

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: JAN 03 2012
DEPUTY: JSNICEBO

SEE REVERSE SIDE
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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: 1525 MORENA BLVD.
(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 ABELARDO SANTANA-LEE
(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 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)

#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: JUNE 1, 1994

SIGNATURE OF REGISTRANT:

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:

Claudia vanarta
Respondent's Ex. 38
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

ASSIGNED FILE NO.

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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

W1998-010000

APR 14 1998
13:19

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

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 FOOD

(Print Fictitious Business Name[s] on Line Above)

(2) LOCATED AT: 1525 MORENA BLVD.

(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)

(#3)

(Corporate or Owner's Full Name - Type/Print)

(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)

(#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: JUNE 1, 1994

SIGNATURE OF REGISTRANT: [Signature]

CLAUDIA V. SANTANA Vice President/Secretary
(Print name of person signing and, if a Corporate Officer, also state title)

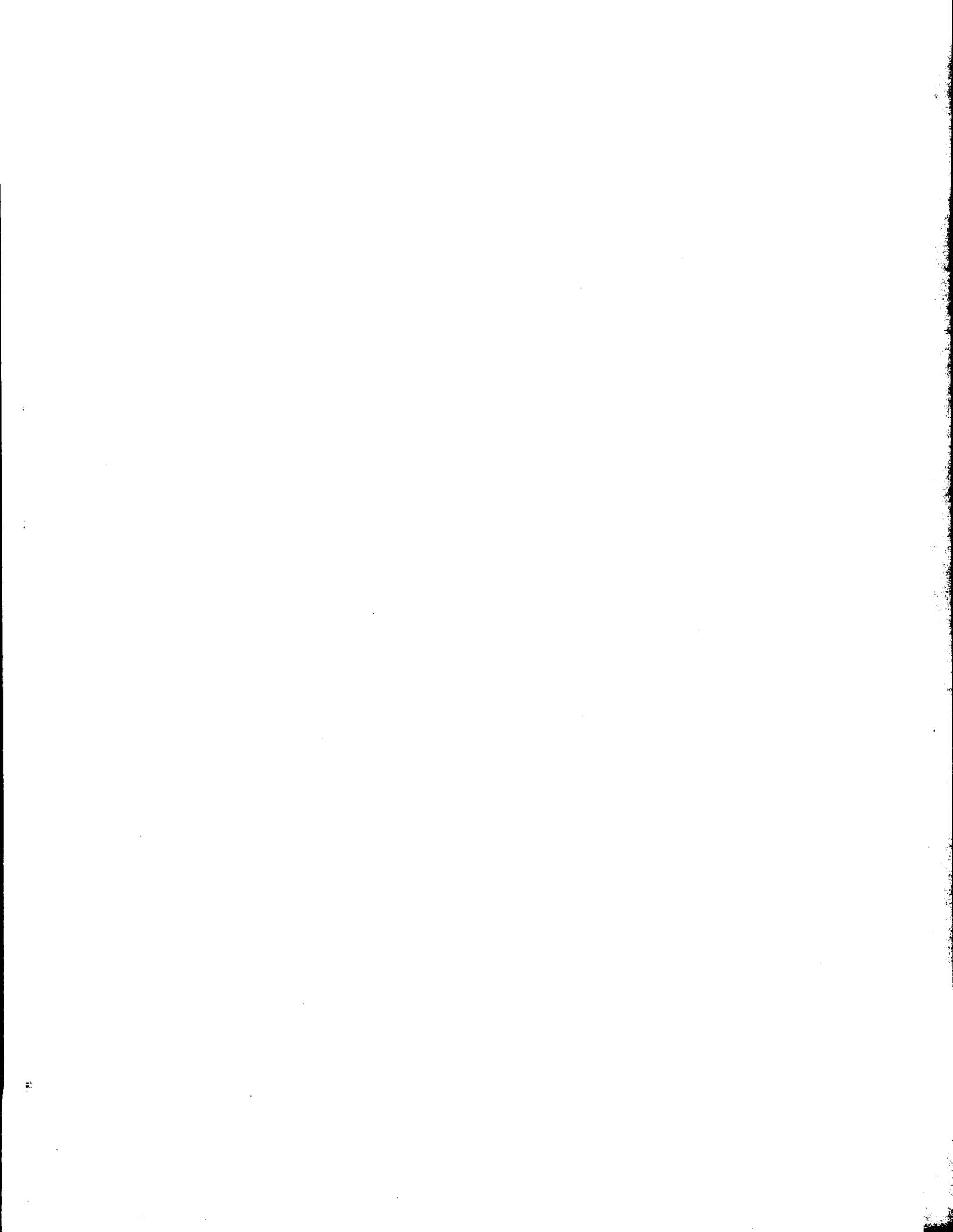
THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY
ON DATE INDICATED BY FILE STAMP ABOVE.

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Claudia Vallarta
Respondent's Ex. 39
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

[Signature]

ASSIGNED FILE NO.



PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED
#2003-020527

JUN 24 2003
13:32

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING-
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

FEES: 17.00
EXPIRES: JUN 24 2003
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

DEPUTY: COUNT007

(1) FICTITIOUS BUSINESS NAME(S): Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN FOOD
b. _____

(2) LOCATED AT: 1525 MORENA BLVD. SAN DIEGO, CA 92116
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: _____ (Optional)

(3) THIS BUSINESS IS CONDUCTED BY:
A. An Individual E. Joint Venture I. A Limited Liability Company
B. Husband and Wife F. A Corporation J. An Unincorporated Association-Other than a Partnership
C. A General Partnership G. A Business Trust K. Other (Please Specify)
D. A Limited Partnership H. Co-Partners

(4) THE FIRST DAY OF BUSINESS WAS: 6/1/94 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANAS GRILL, INC.</u> Owner's Name or Corporation Name if incorporated	#2 _____ Owner's Name or Corporation Name if incorporated
<u>CALIFORNIA</u> Residence Address or give STATE if incorporated	_____ Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip
#3 _____ Owner's Name or Corporation Name if incorporated	#4 _____ Owner's Name or Corporation Name if incorporated
_____ Residence Address or give STATE if incorporated	_____ Residence Address or give STATE if incorporated
_____ City State Zip	_____ City State Zip

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature] (Signature of Registrant) CLAUDIA SANTANA Vice President (Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE. NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANY OTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE). IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.



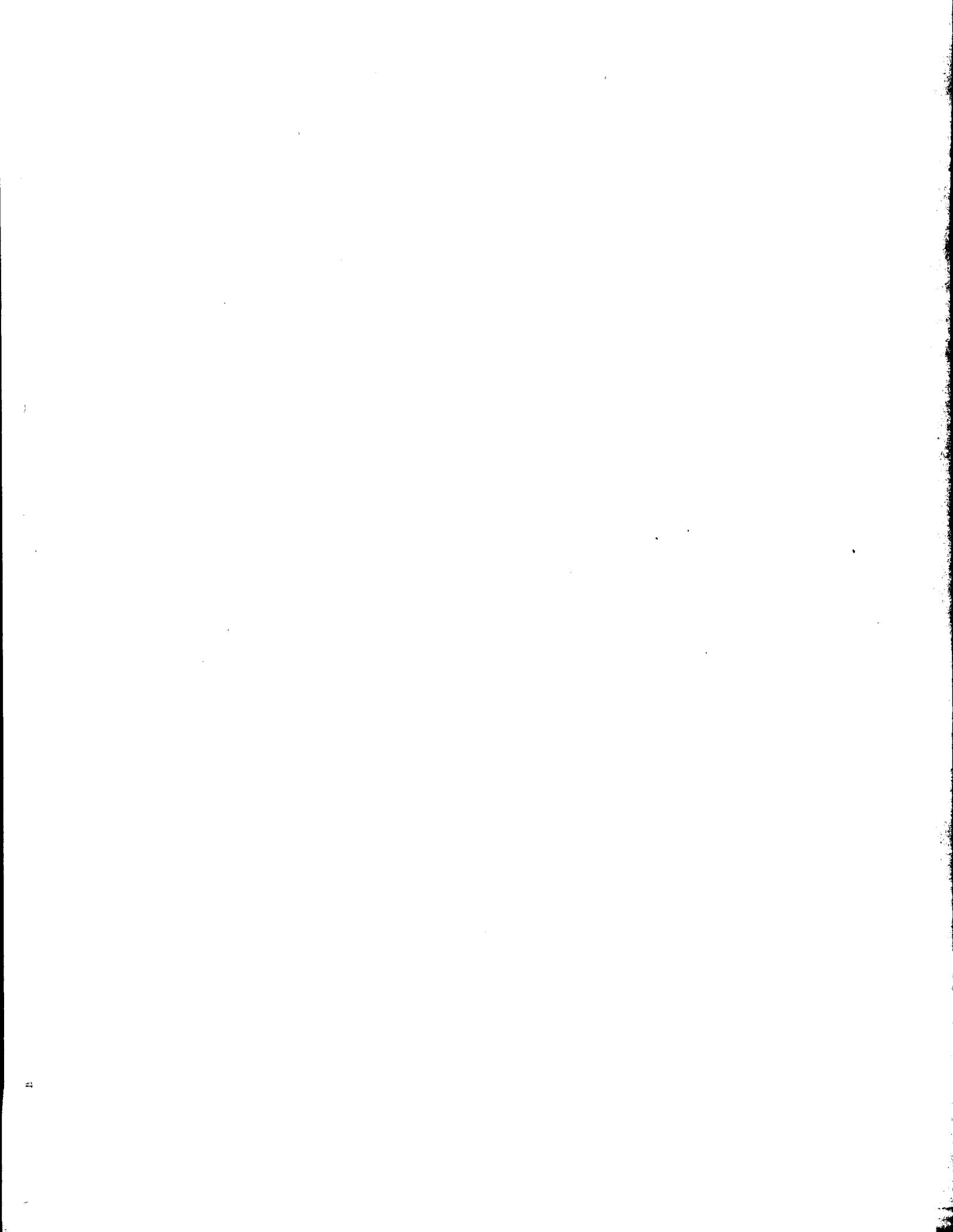
CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By B. Fregosa Deputy

Claudia Vallarta
Respondent's Ex. 40
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

FOR BANK AND OTHER AGENCY





GUARANTY OF LEASE

CB 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, California. 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

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performance of Tenant, any such trustee or any such third party's obligations under the Lease. 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.

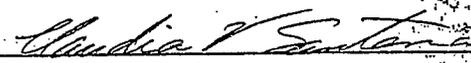
Signed on November 21, 1997, 19


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.



SHOPPING CENTER LEASE

NAME OF CENTER The Lear Center

I. PARTIES. This Lease, dated as of this 21st day of November, 1997, is made by and between Lear Investments, a California General Partnership (herein called "Landlord") and Arturo L. Santana (herein called "Tenant");

2. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), having dimensions of approximately 35 feet in frontage by 72 feet in depth and containing approximately 2550 square feet of floor area. The location and dimensions of said Premises are 411 Broadway attached hereto and incorporated by reference herein. Said Premises are located in the City of El Cajon County of San Diego, State of California

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE. Tenant shall use the Premises for the operation of a sit down, drive through and take out Mexican restaurant and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

4. MINIMUM RENT.

4.A. Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the monthly sum of Three Thousand Fifteen Dollars (\$3,315.00)

Dollars, in advance, on or before the first day of each and every successive calendar month during the term hereof, except the first month's rent shall be paid upon the execution hereof. The rental shall commence (check applicable box):

On the 1st day of January, 1998, if the premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date (this work, if any, to be set forth in the attached Exhibit B and in this latter event, the rental shall commence on said date only if Landlord shall have completed said work).

~~30 days after substantial completion of Landlord's Work as set forth in Exhibit B attached hereto and incorporated herein by reference, or when the Tenant opens for business, whichever is sooner. Landlord agrees that it will, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the attached Exhibit B labelled "Description of Landlord's Work and Tenant's Work". The term "substantial completion of the Premises" is defined as the date on which Landlord or its Architect notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit B hereof, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work. Tenant shall commence the installation of fixtures, equipment, and any of Tenant's Work as set forth in said Exhibit B, promptly upon substantial completion of Landlord's Work in the Premises and shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the expiration of said 30-day period.~~

Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4.B. THE MINIMUM RENTAL as set forth in 4(A) above shall be increased ~~if the Consumer Price Index - U.S. City Average All Urban Consumers (Index) as published by the United States Department of Labor's Bureau of Labor Statistics, increases over the base period Index. The base period Index shall be the Index for the calendar month which is four months prior to the month in which rentals commence. The base period Index shall be compared with the Index for the same calendar month for each subsequent year (comparison month). If the Index for any comparison month is higher than the base period Index, then the minimum rental for the next year shall be increased by the identical percentage commencing with the next rental commencement month. In no event shall the Minimum Rental be less than that set forth in 4(A) above. (By way of illustration only, if Tenant commenced paying rent in June of 1977, then the base period Index is that for February 1977 (assume 176.3) and that Index shall be compared to the Index for February 1978 (assume 185.8), and because the Index for February 1978 is 5.39% higher, the minimum rental commencing June, 1978, shall be 5.39% higher; likewise the Index for February 1979 shall be compared with the Index for February 1977).~~

~~Should the Bureau discontinue the publication of the above Index, or publish same less frequently, or alter same in some other manner, then Landlord shall adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.~~

5. TERM.

The lease term shall be Ten (10) full calendar years, plus the partial year in which the rental commences. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the lease term, i.e. construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the lease term.

6. SECURITY DEPOSIT. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum equivalent to the first ~~two~~ months rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

* at a fixed three percent (3%) per annum

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7. ADDITIONAL CHARGES.

~~7.A. Percentage Rent.~~

~~I. In addition to the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time and in the manner herein specified additional rent in an amount equal to _____ % of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.~~

~~II. Within thirty (30) days after the end of each calendar month following commencement of rents, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for such prior calendar month, if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct, showing the total gross sales by months made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly, shall be computed and adjusted on an annual basis.~~

~~III. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

~~IV. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit, of each separate department, subtenant, and concessionaire operated at any time in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Tenant of greater than a two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of Landlord.~~

7.B. Adjustments.

I. In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease Tenant shall pay to Landlord the following items, herein called Adjustments:

(a) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

(b) That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter.

(i) All real estate taxes, including assessments, all insurance costs, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Shopping Center.

(ii) All costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (i) above.

(iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the premises.

II. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year and Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any over-payment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

8. **USES PROHIBITED.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and govern-

mental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal.

11. REPAIRS.

11.A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning system (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

11.B. Notwithstanding the provisions of Article 11.A. hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed One Hundred and No/100ths (\$100.00) Dollars, incurred in connection with the processing of documents necessary to giving of such consent.

14. HOLD HARMLESS. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

15. SUBROGATION. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than ~~\$200,000.00~~ for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$50,000.00. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

* One Million Dollars (\$1,000,000.00)

17. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

18. **PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

20. **HOLDING OVER.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. **ENTRY BY LANDLORD.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. **TENANT'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

22.A. The vacating or abandonment of the Premises by Tenant.

22.B. The failure by Tenant to make any payment of rent, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof by Landlord to Tenant.

22.C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22.B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

22.D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

23.A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

23.B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

23.C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

24. **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. **RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (2) give

notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to date of said such termination.

Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

26. **EMINENT DOMAIN.** If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

27. **PARKING AND COMMON AREAS.** Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article 27, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A".

27.A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

27.B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

27.C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

27.D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. **SIGNS.** The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

29. **DISPLAYS.** The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. **AUCTIONS.** Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

31. **HOURS OF BUSINESS.** Subject to the provisions of Article 25 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

~~32. **MERCHANTS' ASSOCIATION.** If a majority of tenants in the Shopping Center shall determine that it is in the best interests of the Shopping Center, Tenant will become a member of, and participate fully in, and remain in good standing in the Merchants' Association (as soon as the same has been formed), organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the regulations of such Association. Each member tenant shall have one (1) vote, and the Landlord shall also have one (1) vote, in the operation of said Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. The Tenant agrees to pay minimum dues to the Merchants' Association, provided however, that in no event shall the dues paid by Tenant in any fiscal year of said Association be in excess of twenty (20) cents per square foot of Premises leased to Tenant. Default in payment of dues shall be treated in similar manner to default in rent with the rights of Landlord at its option to the collection thereof on behalf of the Merchants' Association.~~

38. **GENERAL PROVISIONS.**

(i) **Plats and Riders.** Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

(ii) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) **Joint Obligation.** If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

(iv) **Marginal Headings.** The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(vi) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(viii) Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(ix) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(x) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xi) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(xii) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiii) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(xiv) Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

(xv) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvi) Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xvii) Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

(xviii) Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: 455 Broadway, El Cajon, Ca. 92021

To Tenant at: 411 Broadway, El Cajon, Ca. 92021

(xix) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(xx) Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

~~34. Banker. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting only Coldwell Banker Commercial Real Estate Services, a division of Coldwell Banker Commercial Group, Inc. and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease.~~

Check if
Applicable

35. Landlord and Tenant hereby acknowledge that Coldwell Banker Commercial Real Estate Services represents both parties herein, and Landlord and Tenant consent thereto.

Consult Your Attorney:

If this Lease has been filed in it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by Coldwell Banker Commercial Real Estate Services or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease.

Leaf Investments
a California General Partnership
By: Ronald E. Greenberg
(Landlord)

Arturo L. Santana
Arturo Santana
(Tenant)

Coldwell Banker Commercial Real Estate Services is a division of Coldwell Banker Commercial Group, Inc., a Delaware corporation.

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ABELARDO SANTANA
CLAUDIA V. SANTANA
PH. 619-276-2628
2067 CECELIA TERR.
SAN DIEGO, CA 92110

BENEFIT FUND THE TRUMPETS 5000
The Trumpets 5000
00100

GREAT WESTERN BANK
A FEDERAL SAVINGS BANK
5111 MISSION CENTER ROAD
SAN DIEGO, CA 92108

MIDWAY: Deposit

10/16/97

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Claudia Vanafta
Respondent's Ex. 43
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

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.- WHIT CHEESE OR SALSA..... 1.50
- 3.- W I H T C H E E S E & 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

asa de oro
464.04.62



... Es Muy Bueno

HOME OF CALIFORNIA BURRITO

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

4711 BROADWAY ST.
EL CAJON, CA
(619) 444-4628

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

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

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

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.- HUEYOS RANCHEROS..... 3.00
- 3.- EGGS SALSA & CHEESE..... 3.00
- 4.- SCRAMBLED EGGS WITH HAM OR BACON..... 3.00

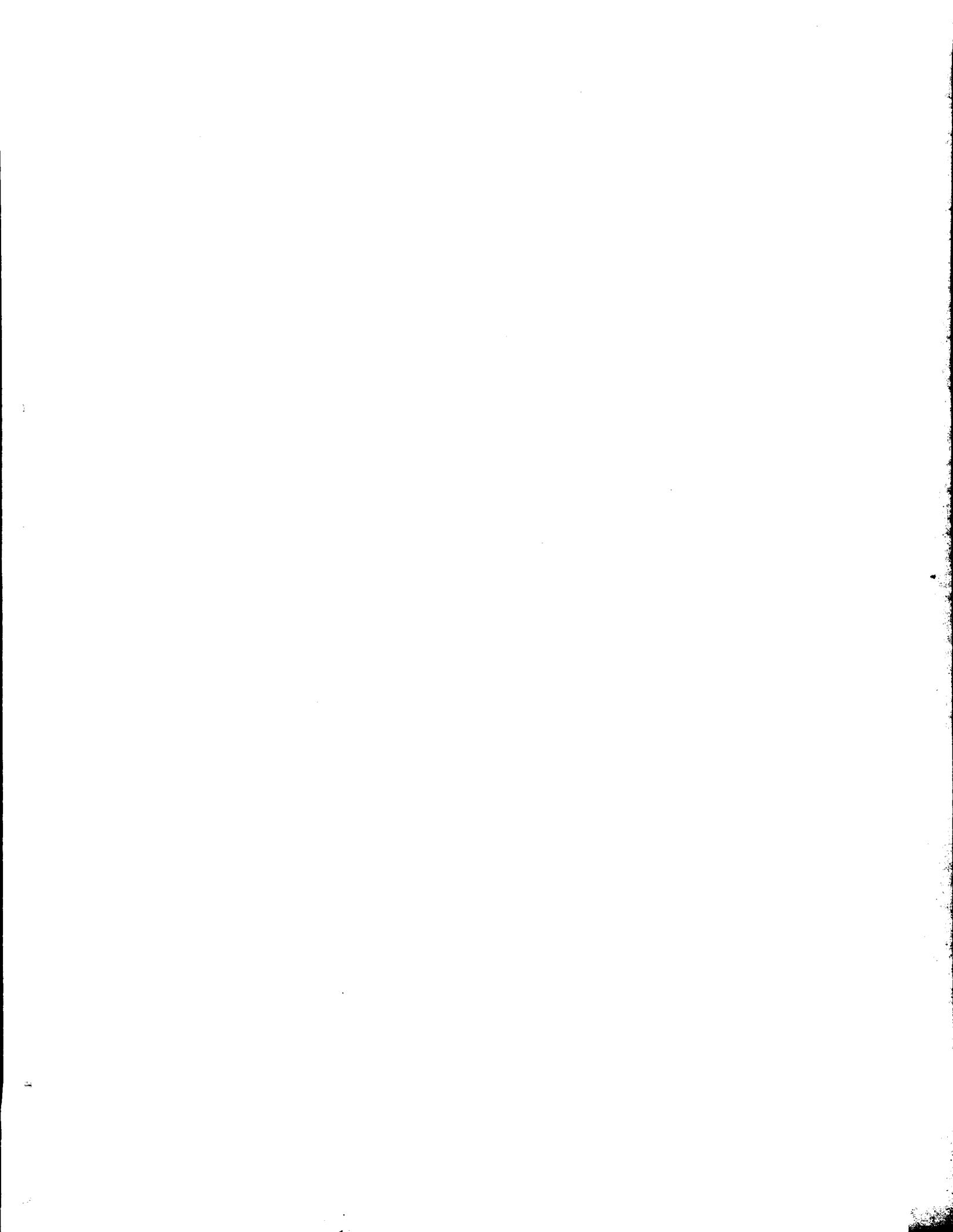
BURRITOS

- 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

Claudia Vallarta
Respondent's Ex. 44
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



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SPECIAL RESTAURANT PACKAGE DECLARATIONS

TRUCK INSURANCE EXCHANGE MID-CENTURY INSURANCE COMPANY FARMERS INSURANCE EXCHANGE Super

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



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

K353250

Prod. Count.

Prematic Acc'l. No.

99-51-0376

60216-83-75

Agent

Policy Number

1-22-98
I+A-I

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:

Loan #

Loan #

Claudia Vallarta
Respt's Ex. 45-A
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

\$ 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 E4283 E8036 E8125 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	\$ 60,000	\$250 applies unless x'd below: <input type="checkbox"/> \$500 <input checked="" type="checkbox"/> \$1000 <input type="checkbox"/> \$
	Business Personal Property	\$ 24,000	NONE
	Loss of Earnings: <input checked="" type="checkbox"/> 25% <input type="checkbox"/> 33 1/3% <input type="checkbox"/> 16 2/3% <input type="checkbox"/> 8 1/2%	\$ 5,000	Above deductible applies unless other option indicated
	Accounts Receivable	\$ 5,000	\$ 100
	Valuable Papers	\$ 5,000	\$ 100
	<input checked="" type="checkbox"/> Building Glass (Blanket) <input checked="" type="checkbox"/> Outdoor Sign Coverage <input type="checkbox"/> Earthquake Coverage	REPLACEMENT COST \$ 5,000	<input type="checkbox"/> % <input type="checkbox"/> 5% <input type="checkbox"/> 15% of the applicable Ins. Limit
SECTION II Liability and Medical	Business Liability	LIMITS OF LIABILITY EACH OCCURRENCE	\$5,000 DEDUCTIBLE APPLIES TO ADVERTISING INJURY ONLY SEE POLICY
	The completed operations and products hazards combined is an aggregate limit of liability for all occurrences during the policy period.	\$ 1,000,000	
	Fire Legal Liability	\$ 150,000	
	Medical Payments to Others \$5,000 ea. person	\$ 25,000	
<input type="checkbox"/> Liquor Liability	\$ 0		
SECTION III Crime	<input type="checkbox"/> Agreement I - Employee Dishonesty	LIMITS OF INSURANCE	DEDUCTIBLE
	Agreement II - Broad Form Money and Securities - Inside	\$ 2,500	NONE
	Agreement III - Broad Form Money and Securities - Outside	\$ 2,500	\$100
	Agreement IV - Medical Payments	each	
	Agreement V - Depositors Forgery	\$ 500 person	NONE
		\$ 2,500	

See reverse side for Lender's Loss Payable Endorsement

1/19/98

IA Countersigned



TRUCK INSURANCE EXCHANGE

FARMERS INSURANCE EXCHANGE

MID-CENTURY INSURANCE COMPANY

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

POLICY DECLARATIONS
RESTAURANTS - PRIMARY

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

K353250
EasyPay Acct. No. Prod. Count
99-51-376 60216-83-75
Agent No. Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business RESTAURANT

2. Policy Period from 12/18/98 (not prior to time applied for) to 12/18/99 12:01 a.m. Standard Time

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will 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.

3. Insured location same as mailing address unless otherwise stated:

001 001 411 BROADWAY

EL CAJON

CA 92021

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY

COVERAGES AND LIMITS OF INSURANCE

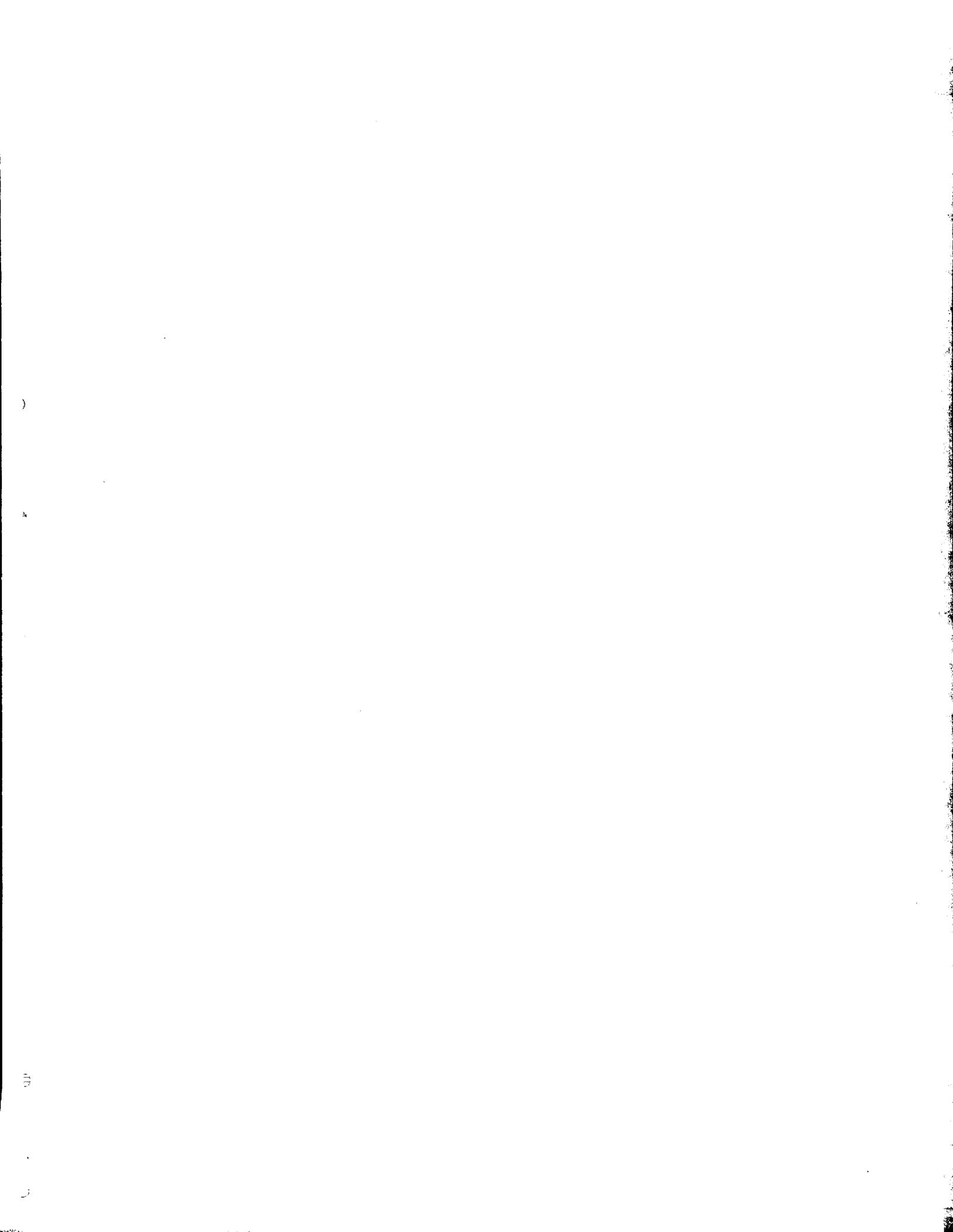
COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$80,000
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED

Claudia Vallarta
Respt's Ex. 45-B
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

ADDITIONAL COVERAGES

COVERAGE	All Premises





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OCK INSURANCE EXCHANGE

**MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010**

**POLICY DECLARATIONS
RESTAURANTS - PRIMARY**

1.	Named	ABELARDO & CLAUDIA SANTANA &	K353250	
	Insured	ARTURO SANTANA	EasyPay Acct. No.	Prod. Count
	Mailing	-SANTANAS MEXICAN GRILL	99-51-376	60216-83-75
	Address	411 BROADWAY EL CAJON CA 92021	Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business **RESTAURANT**

2. Policy Period from **12/18/00** (not prior to time applied for) to **12/18/01 12:01 a.m. Standard Time**
If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will 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.

3. Insured location same as mailing address unless otherwise stated:

001 001 411 BROADWAY EL CAJON CA 92021

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY

COVERAGES AND LIMITS OF INSURANCE

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$88,000
AUTOMATIC INCREASE	4%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500

Claudia Vallarta
Respt's Ex. 45-D
Gallego v Santana's
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V.R. Weiss, CSR

ADDITIONAL COVERAGES

COVERAGE	All Premises



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CK INSURANCE EXCHANGE

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4880 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

POLICY DECLARATIONS
RESTAURANTS - PRIMARY

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

K353250	
EasyPay Acct. No.	Prod. Count
99-51-376	60216-83-75
Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business RESTAURANT

2. Policy Period from 12/18/01 (not prior to time applied for) to 12/18/02 12:01 a.m. Standard Time
If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. This policy will continue for successive policy periods as follows: If we elect to continue this insurance, we will 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.

3. Insured location same as mailing address unless otherwise stated:
001 001 411 BROADWAY

EL CAJON

CA 92021

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY

COVERAGES AND LIMITS OF INSURANCE

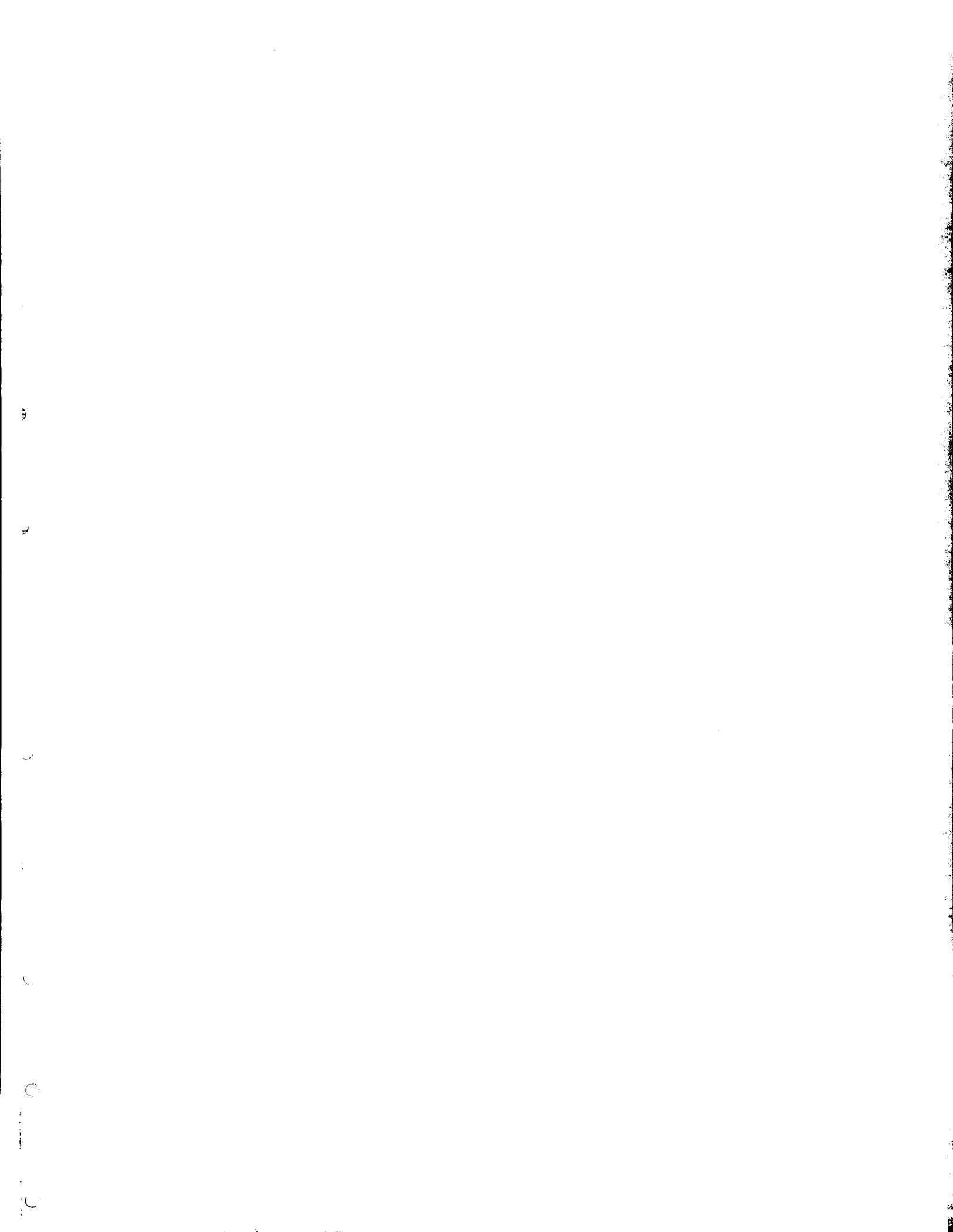
COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$91,500
AUTOMATIC BUILDING INCREASE	4%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

Claudia Vallarta
Respt's Ex. 45-E
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

ADDITIONAL COVERAGES

COVERAGE	All Premises





INSURANCE EXCHANGE

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

**POLICY DECLARATIONS
RESTAURANTS - PRIMARY**

Named : ABELARDO SANTANA SEE E0002
Insured : SANTANAS MEXICAN GRILL
Mailing : 411 BROADWAY
Address : EL CAJON CA 92021-5422

K353250	Prod. Count
EasyPay Acct. No.	
99-51-376	60216-83-75
Agent No.	Policy Number

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business RESTAURANT

2. Policy Period from 12/18/02 (not prior to time applied for) to 12/18/03 12:01 a.m. Standard Time
If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will 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.

3. Insured location same as mailing address unless otherwise stated:

4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY

COVERAGES AND LIMITS OF INSURANCE

COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$98,800
AUTOMATIC BUILDING INCREASE	6%
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

Claudia Vallarta
Respt's Ex. 45-F
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

ADDITIONAL COVERAGES

COVERAGE	All Premises



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TRUCK INSURANCE EXCHANGE

MEMBERS OF THE FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4880 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010

POLICY DECLARATIONS
RESTAURANTS - PRIMARY

1. Named : ABELARDO SANTANA SEE E0002
 Insured : SANTANAS MEXICAN GRILL
 Mailing : 411 BROADWAY
 Address : EL CAJON CA 92021-5422

K353250	Prod. Count
EasyPay Acct. No.	60216-83-75
99-51-376	Policy Number
Agent No.	

The named insured is an individual unless otherwise stated:

Partnership Corporation Joint Venture Organization (Any other)

Type of Business **RESTAURANT**

2. Policy Period from **12/18/03** (not prior to time applied for) to **12/18/04** 12:01 a.m. Standard Time
 If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will 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.

3. Insured location same as mailing address unless otherwise stated:

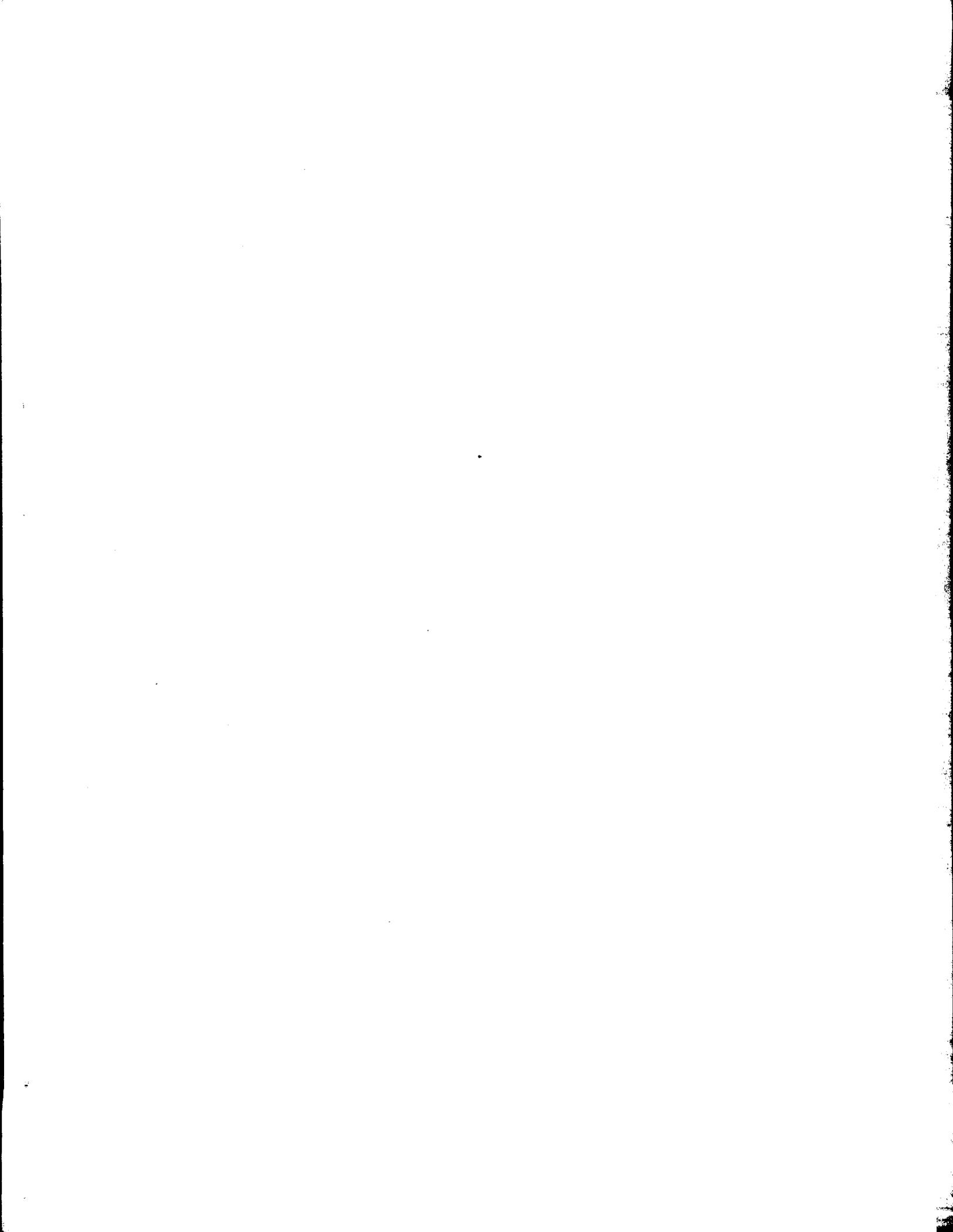
4. We provide insurance only for those coverages described below and for which a specific limit of insurance is shown.

PROPERTY	
COVERAGES AND LIMITS OF INSURANCE	
COVERAGES	PREM NO. 001 001
BUSINESS PERSONAL PROPERTY	\$106,700
PROPERTY DEDUCTIBLE	\$1,000
TENANTS EXTERIOR GLASS	INCLUDED
ACCOUNTS RECEIVABLE	\$5,000
VALUABLE PAPERS	\$5,000
OUTDOOR SIGNS	\$5,000
OFF PREMISES PERSONAL PROPERTY	\$5,000
MONEY AND SECURITIES	\$2,500
CRIME DEDUCTIBLE	\$500
OUTDOOR TREES, SHRUBS, PLANTS	\$2,500

Claudia Vallarta
 Respt's Ex. 45-G
 Gallego v Santana's
 4/4/08 - 1 pg
 V.R. Weiss, CSR

ADDITIONAL COVERAGES	
COVERAGE	All Premises





APPROVED BY CREDIT DIVISION VHL 000000

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

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Named Insured: ABELARDO & CLAUDIA SANTANA AND ARTURO SANTANA
DBA: SANTANAS MEXICAN GRILL
Mailing Address: 411 BROADWAY
EL CAJON, CA 92021
Agent: 95-51-0376
Policy N: 60216
of the C
DESIGNATED
DECL

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 respect 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 additional 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.

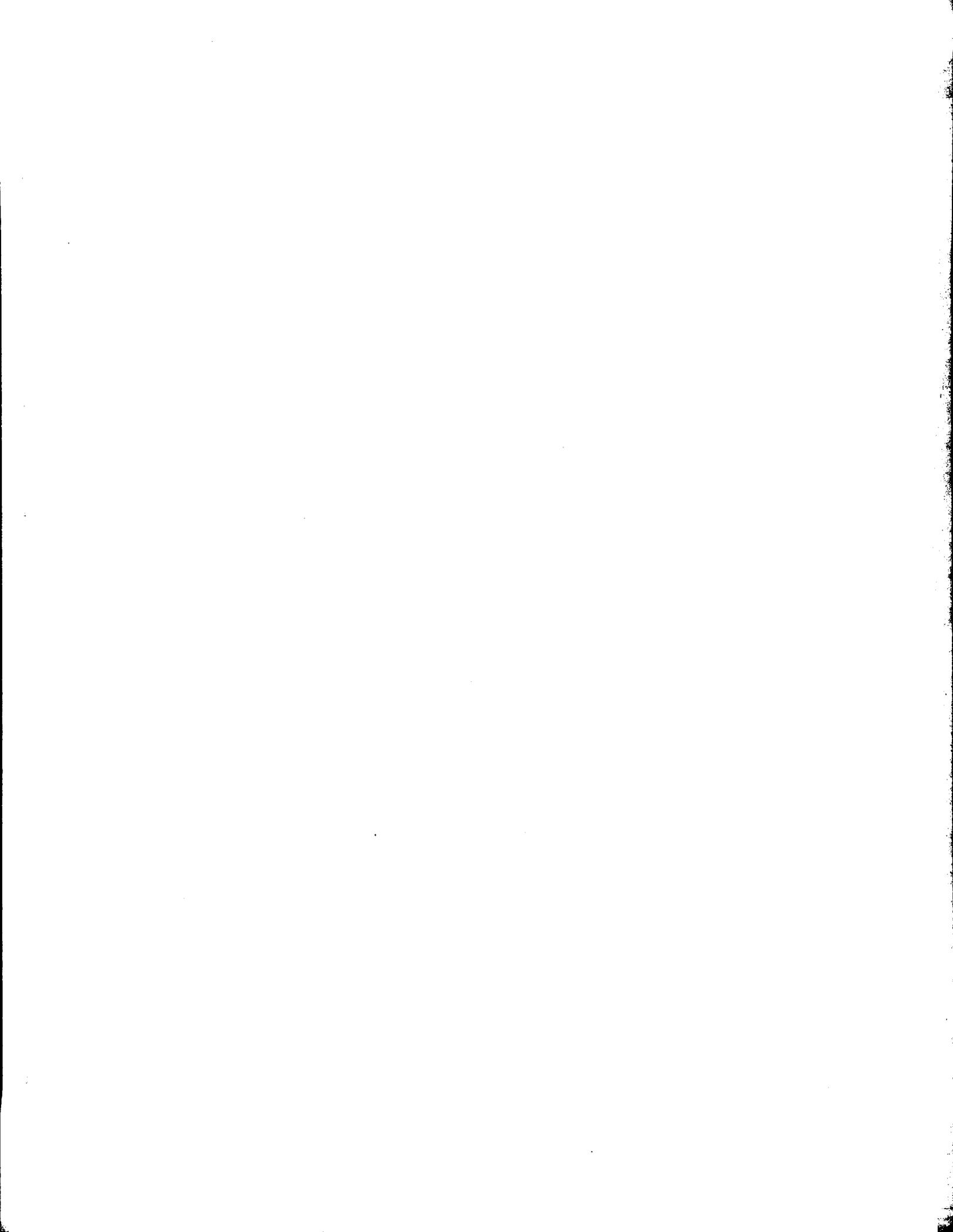
Additional Insured: LEAR INVESTMENTS, A CALIFORNIA GENERAL PARTNERSHIP
455 BROADWAY
EL CAJON, CA 92021

Countersigned *William Meady*
Authorized Representative

Claudia Vallarta
Respondent's Ex. 46
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



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FIRMLY. YOU ARE MAKING
MULTIPLE COPIES.

GREGORY J. SMITH
RECORDER/COUNTY CLERK
1800 Pacific Highway, Room 28D
P.O. Box 1750
San Diego, California 92112-4147
(619) 237-0502

FILED
#1997-032207
DEC 17 1997
09:43

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

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 13.00
EXPIRES: DEC 17 2002
DEPUTY: CCRINNON

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

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

(City and Zip) (City and Zip)

(3) (4)
(Corporate or Owner's Full Name - Type/Print) (Corporate or Owner's Full Name - Type/Print)

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

(City and Zip) (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)

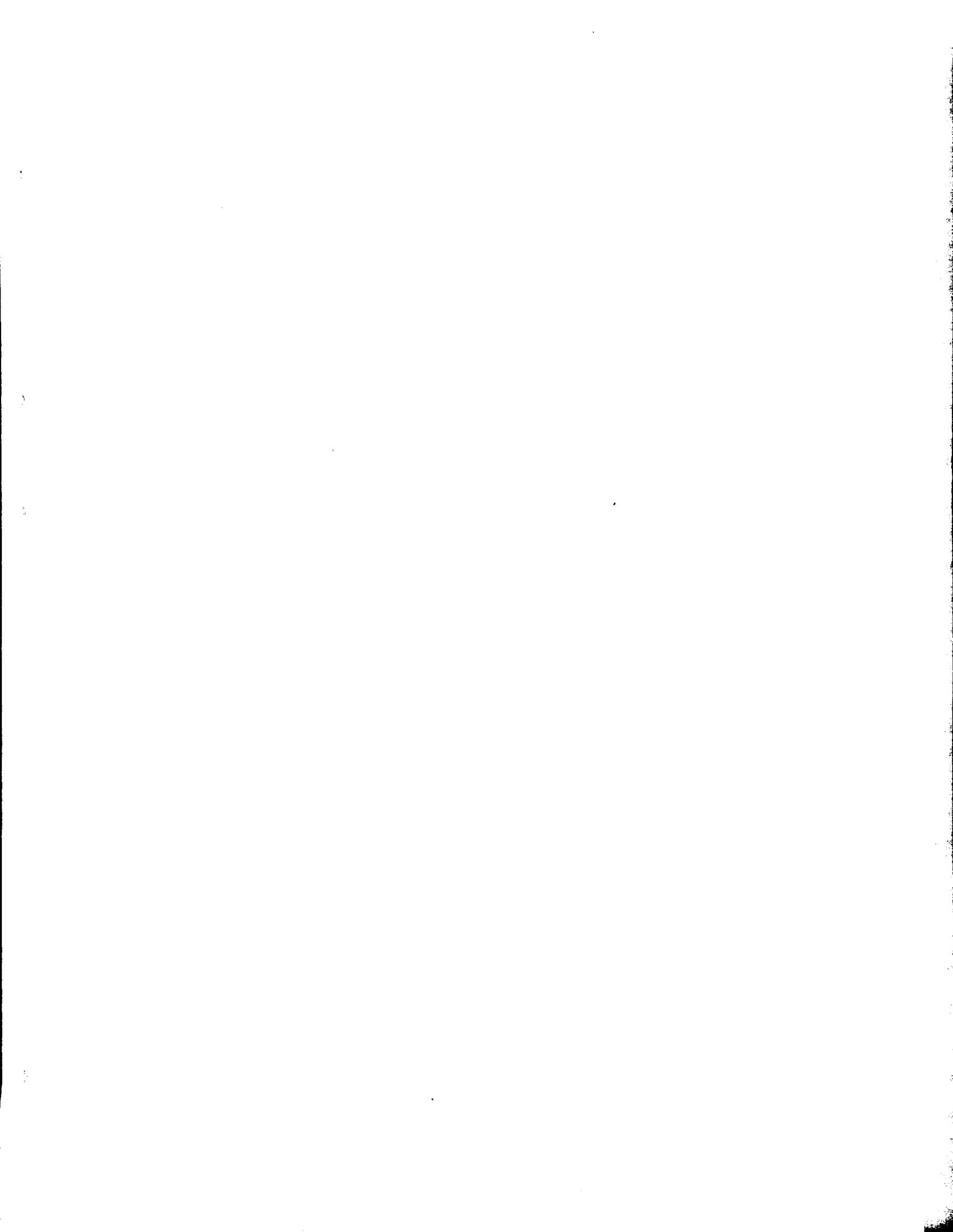
THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY
ON DATE INDICATED BY FILE STAMP ABOVE.

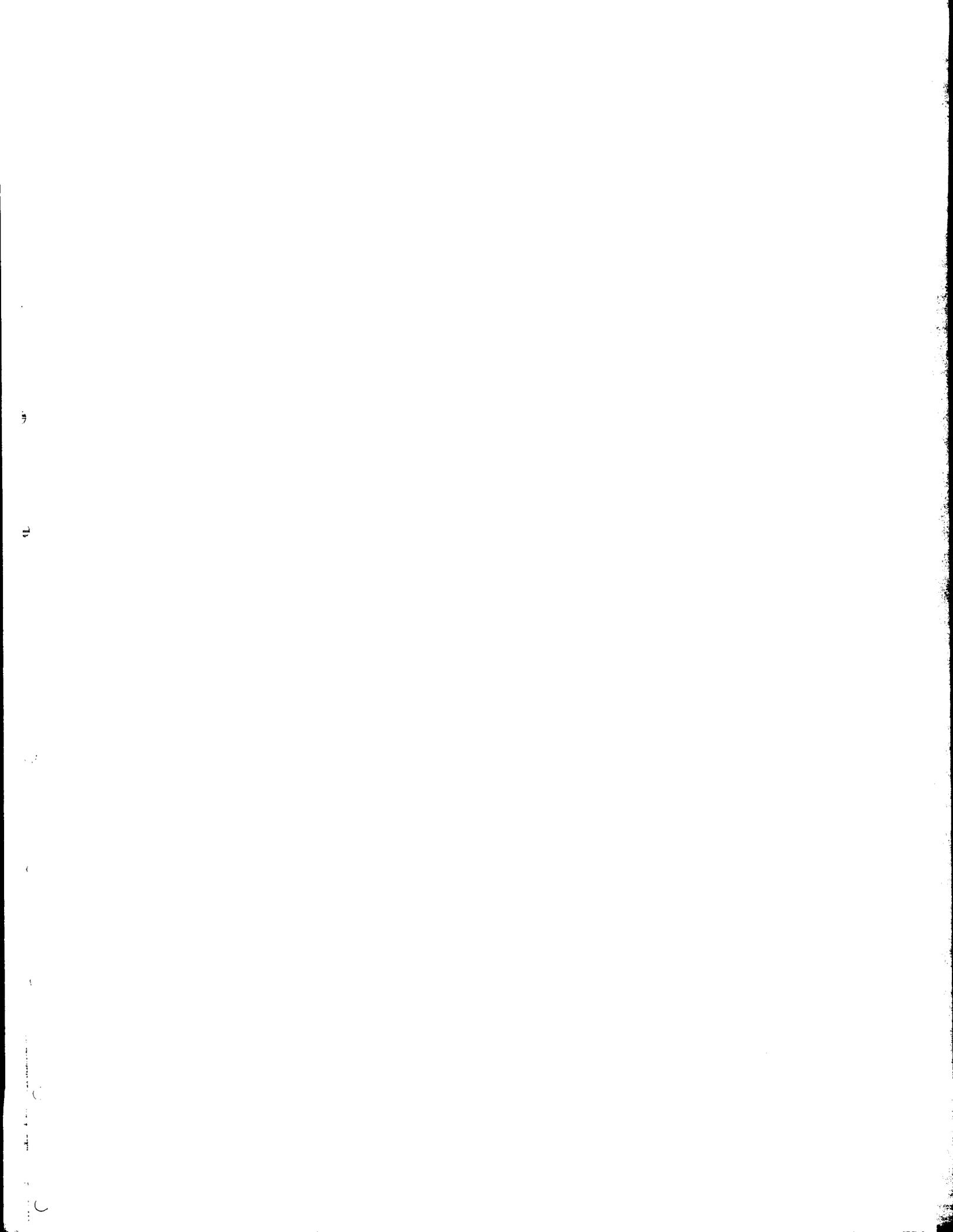
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THE STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (see section 14400 et seq., Business and Professions Code). THIS FICTITIOUS BUSINESS STATEMENT NAME EXPIRES FIVE (5) YEARS 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:

Claudia Vallarta
Respondent's Ex. 47
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR

ASSIGNED FILE NO.

RECORDER/COUNTY CLERK





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: KVALDISE

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)

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

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

(City and Zip)

#2 ABELARDO 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)

#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
(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:

Claudia V. Santana
Respt's Ex. 48-A
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

[Signature]

ASSIGNED FILE NO.

CERTIFICATE OF PUBLICATION

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

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

MAY 08 1998

BY: _____
DEPUTY

IN THE MATTER OF

NO.

Santanas Mexican Grill

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 92110
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
Sylvia Serrano
(Signature)

2

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9

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
13:24

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

**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

(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.

Secretary

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:

Claudia Vallarta
Respt's Ex. 48-B
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

K.Peterson

ASSIGNED FILE NO.

File No: 98 10002

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

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

F I L E D
GREGORY J. SMITH
RECORDS & CLERK

MAY 28 1998

BY: _____
DEPUTY

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

I, Regina 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 I. 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

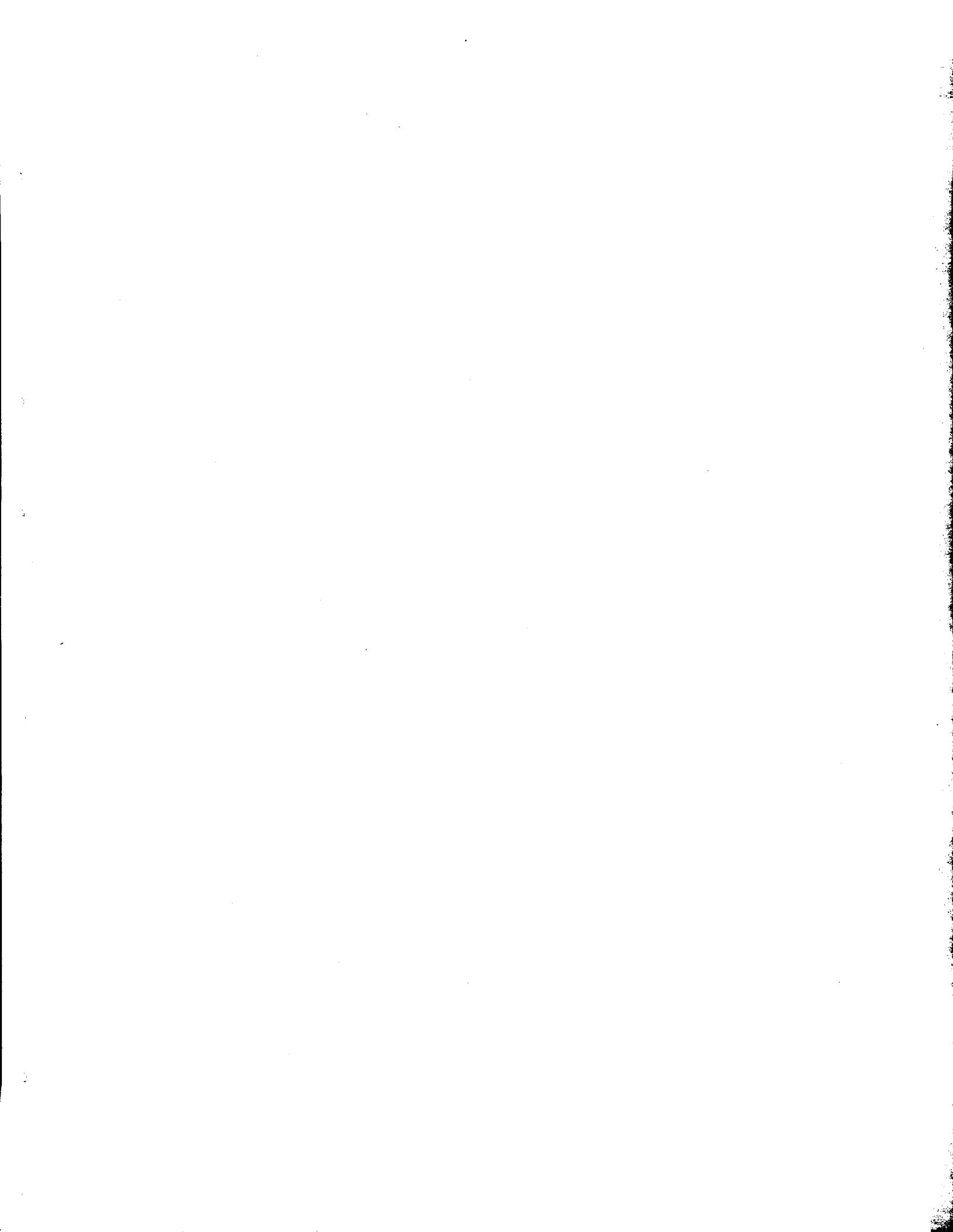
May 7, 14, 21, 28, 1998

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

May 28, 1998


Signature

File No: 98 10002



GREGORY J. SMITH
RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO

1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2002-014853

MAY 16 2002
08:47

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 17.00
EXPIRES: MAY 16 2007
DEPUTY: PGENTSCH
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

SEE BACK OF FORM
FOR INSTRUCTIONS

- \$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
- \$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT AND DOING BUSINESS AT THE SAME LOCATION
- \$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

Renewal Notification is an additional \$5.00 fee

- a. SANTANA'S MEXICAN GRILL
- b. _____

(2) LOCATED AT: 580 SOUTH PACIFIC ST. SAN MARCOS CA 92069
(Must have Street Address of Business including City, State, and Zip -- P.O. Box not acceptable)

Mailing Address: 2067 CECELIA TERR SAN DIEGO CALIF. 92110
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 12/10/01 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

- #1 SANTANA'S GRILL, INC. #2 _____
Owner's Name or Corporation Name if incorporated
- CALIFORNIA _____
Residence Address or give STATE if incorporated
- City _____ State _____ Zip _____
- #3 _____ #4 _____
Owner's Name or Corporation Name if incorporated
- Residence Address or give STATE if incorporated
- City _____ State _____ Zip _____

declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature] _____ ABELARDO SANTANA LEE _____
Signature of Registrant (Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.

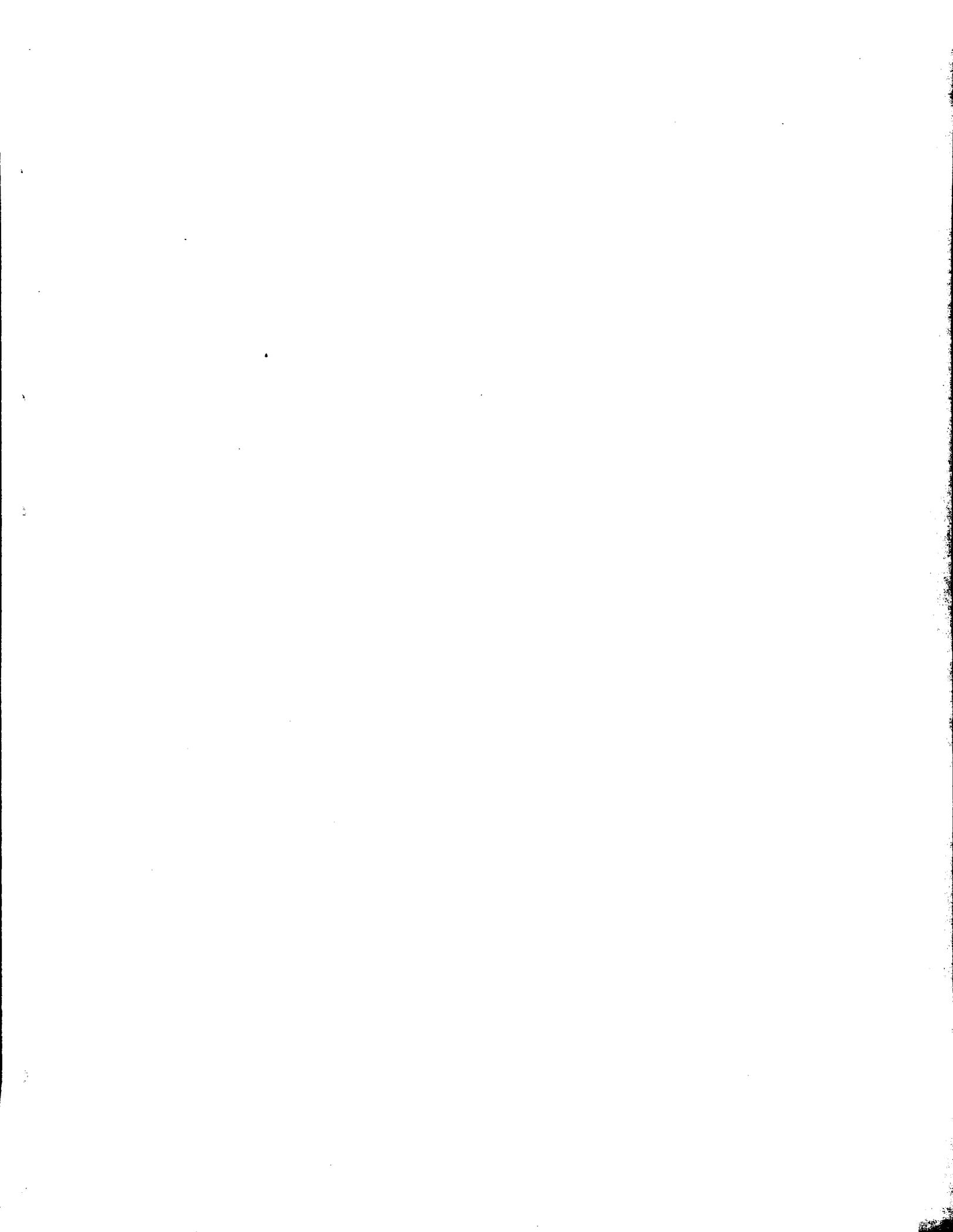


CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By [Signature] Deputy

Claudia Vallarta
Respondent's Ex. 49
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



GREGORY J. SMITH
RECORDER/COUNTY CLERK

FILED

PLEASE PRINT/TYPE
INFORMATION
AND RETURN ENTIRE FORM

COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

#2003-029687

SEP 15 2003
14:30
GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 20.00
EXPIRES: SEP 15 2003
DEPUTY: COURT004

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S):

Renewal Notification is an additional \$5.00 fee

a. SANTANAS MEXICAN GRILL

b. SANTANAS MEXICAN FOOD

(2) LOCATED AT: 719 W. WASHINGTON ST #3976 EAGLE ST 9210 ^{SAN DIEGO, CA}
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: 5852 BOX CANYON RD LA JOLLA, CA 92037
(Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 1 1 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1	<u>SANTANAS GRILL, INC.</u>	#2	_____
	Owner's Name or Corporation Name if incorporated		Owner's Name or Corporation Name if incorporated
	<u>CALIFORNIA</u>		_____
	Residence Address or give STATE if incorporated		Residence Address or give STATE if incorporated
	City State Zip		City State Zip
#3	_____	#4	_____
	Owner's Name or Corporation Name if incorporated		Owner's Name or Corporation Name if incorporated
	Residence Address or give STATE if incorporated		Residence Address or give STATE if incorporated
	City State Zip		City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature] CLAUDIA SANTANA Vice President
(Signature of Registrant) (Print name of person signing and, if Corporate Officer, also state title)

THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE.
NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW
FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME.
THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).
IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S
RIGHTS ESTABLISHED UNDER LAW.

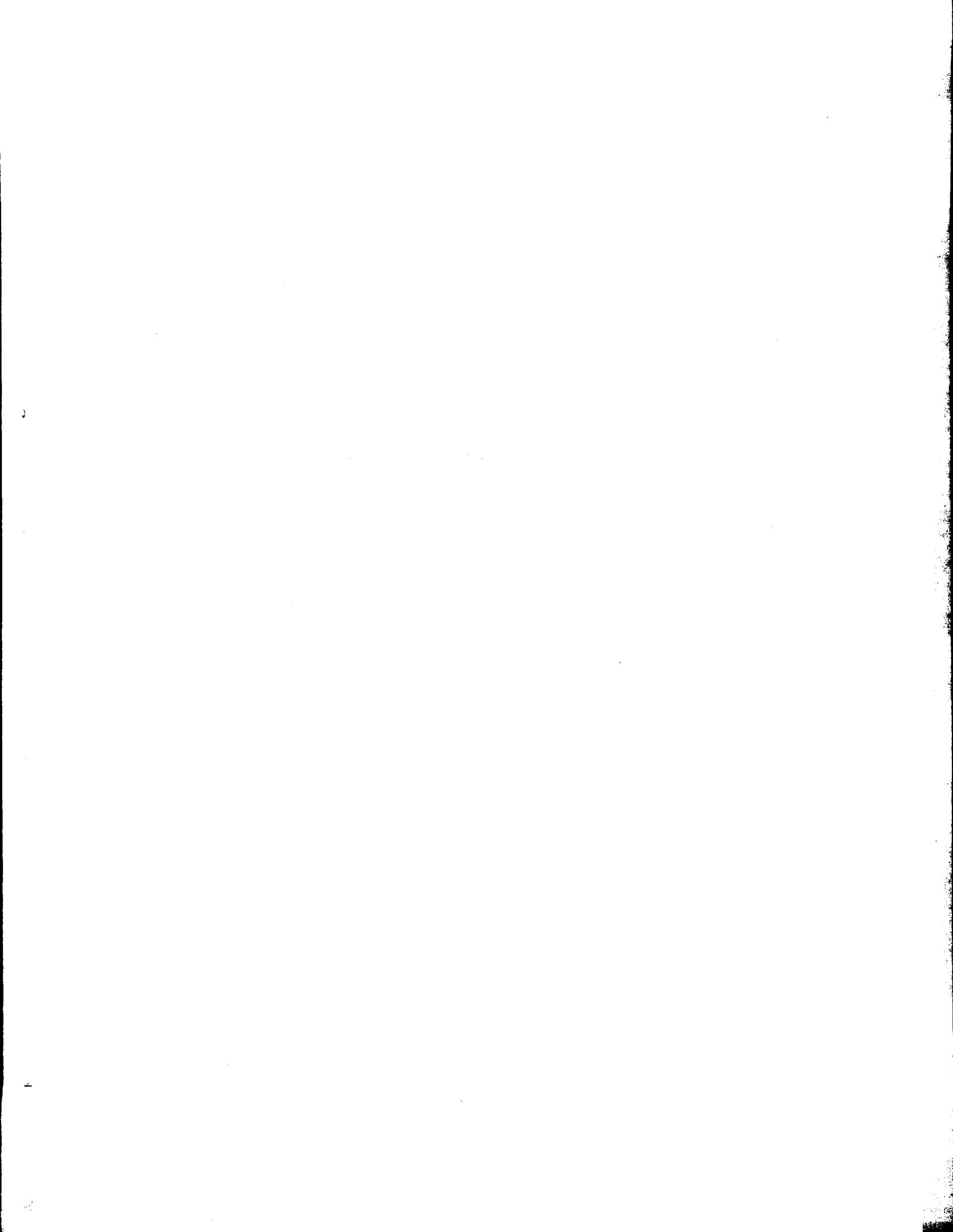


CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By [Signature] Deputy

Claudia Vallarta
Respondent's Ex. 50
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



PLEASE PRINT/TYPER
INFORMATION
AND RETURN ENTIRE FORM

RECORDER/COUNTY CLERK
COUNTY OF SAN DIEGO
1600 PACIFIC HIGHWAY, RM. 260
P.O. BOX 121750 SAN DIEGO, CA 92112-1750
(619) 237-0502

FILED

#2004-016750

MAY 12 2004
12:46

GREGORY J. SMITH
SAN DIEGO COUNTY RECORDER/CLERK
FEES: 20.00
EXPIRES: MAY 12 2009
DEPUTY: COUNTD05
THIS SPACE FOR USE OF RECORDER/COUNTY CLERK

SEE BACK OF FORM
FOR INSTRUCTIONS

\$ 17.00- FOR FIRST BUSINESS NAME ON STATEMENT
\$ 3.00- FOR EACH ADDITIONAL BUSINESS NAME
FILED ON SAME STATEMENT AND DOING
BUSINESS AT THE SAME LOCATION
\$ 3.00- FOR EACH ADDITIONAL OWNER IN EXCESS
OF ONE OWNER

FICTITIOUS BUSINESS NAME STATEMENT

(1) FICTITIOUS BUSINESS NAME(S): Renewal Notification is an additional \$5.00 fee

- a. SANTANAS MEXICAN FOOD
- b. SANTANAS MEXICAN GRILL

(2) LOCATED AT: 2303 GARNET AVE SAN DIEGO CA 92109
(Must have Street Address of Business including City, State, and Zip-- P.O. Box not acceptable)

Mailing Address: _____ (Optional)

(3) THIS BUSINESS IS CONDUCTED BY:

- A. An Individual
- B. Husband and Wife
- C. A General Partnership
- D. A Limited Partnership
- E. Joint Venture
- F. A Corporation
- G. A Business Trust
- H. Co-Partners
- I. A Limited Liability Company
- J. An Unincorporated Association-Other than a Partnership
- K. Other (Please Specify)

(4) THE FIRST DAY OF BUSINESS WAS: 1 / 1 OR IF NOT YET STARTED, CHECK HERE

(5) THIS BUSINESS IS HEREBY REGISTERED BY THE FOLLOWING:

#1 <u>SANTANAS GRILL, INC.</u> #2 _____	Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
<u>CA</u>	Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	City State Zip	City State Zip
#3 _____	Owner's Name or Corporation Name if incorporated	Owner's Name or Corporation Name if incorporated
_____	Residence Address or give STATE if incorporated	Residence Address or give STATE if incorporated
_____	City State Zip	City State Zip

I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

(6) [Signature] CLAUDIA V. SANTANA Vice Presic
(Signature of Registrant) (Print name of person signing and, if Corporate Officer, also state title)

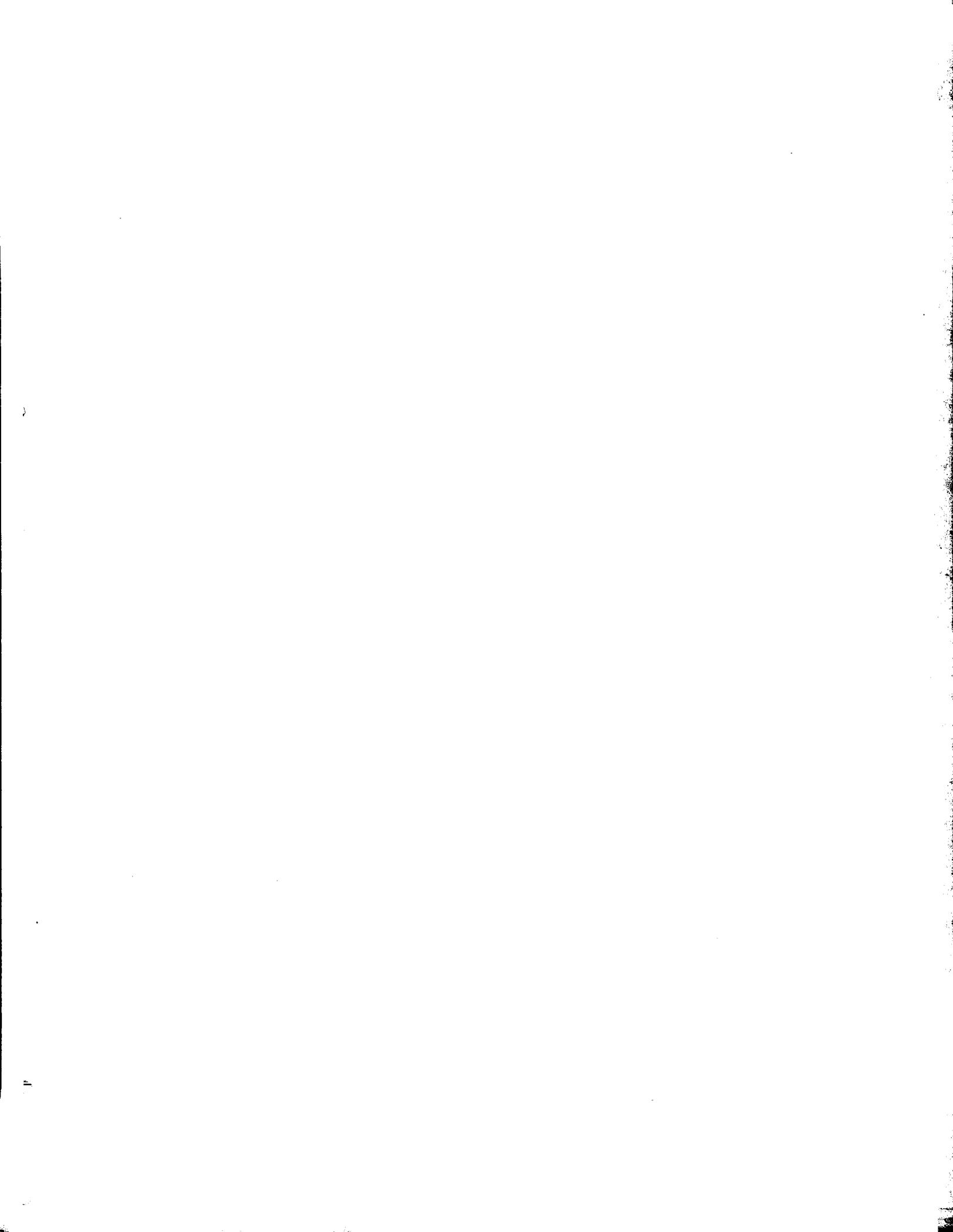
THIS STATEMENT WAS FILED WITH GREGORY J. SMITH, RECORDER/COUNTY CLERK OF SAN DIEGO COUNTY AS INDICATED BY FILE STAMP ABOVE. NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE (5) YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE). IT IS THE RESPONSIBILITY OF THE REGISTRANT TO DETERMINE THAT THE FICTITIOUS BUSINESS NAME SELECTED WILL NOT VIOLATE ANOTHER'S RIGHTS ESTABLISHED UNDER LAW.



CERTIFICATION
I hereby certify that the foregoing is a full, true and correct copy of the original on file with this office. Gregory J. Smith, Assessor/Recorder/County Clerk

By [Signature] Deputy

Claudia Vallarta
Respondent's Ex. 51
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR





... Es Muy Bueno

Claudia Vallarta
Respondent's Ex. 52
Gallego v Santana's
4/4/08 - 2 pgs
V.R. Weiss, CSR

52-1



... Es Muy Bueno

HOME OF FAMOUS
CALIFORNIA
BURRITO



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 COR-
PORATION)
2067 CECELIA TERRACE
SAN DIEGO, CA 92110

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

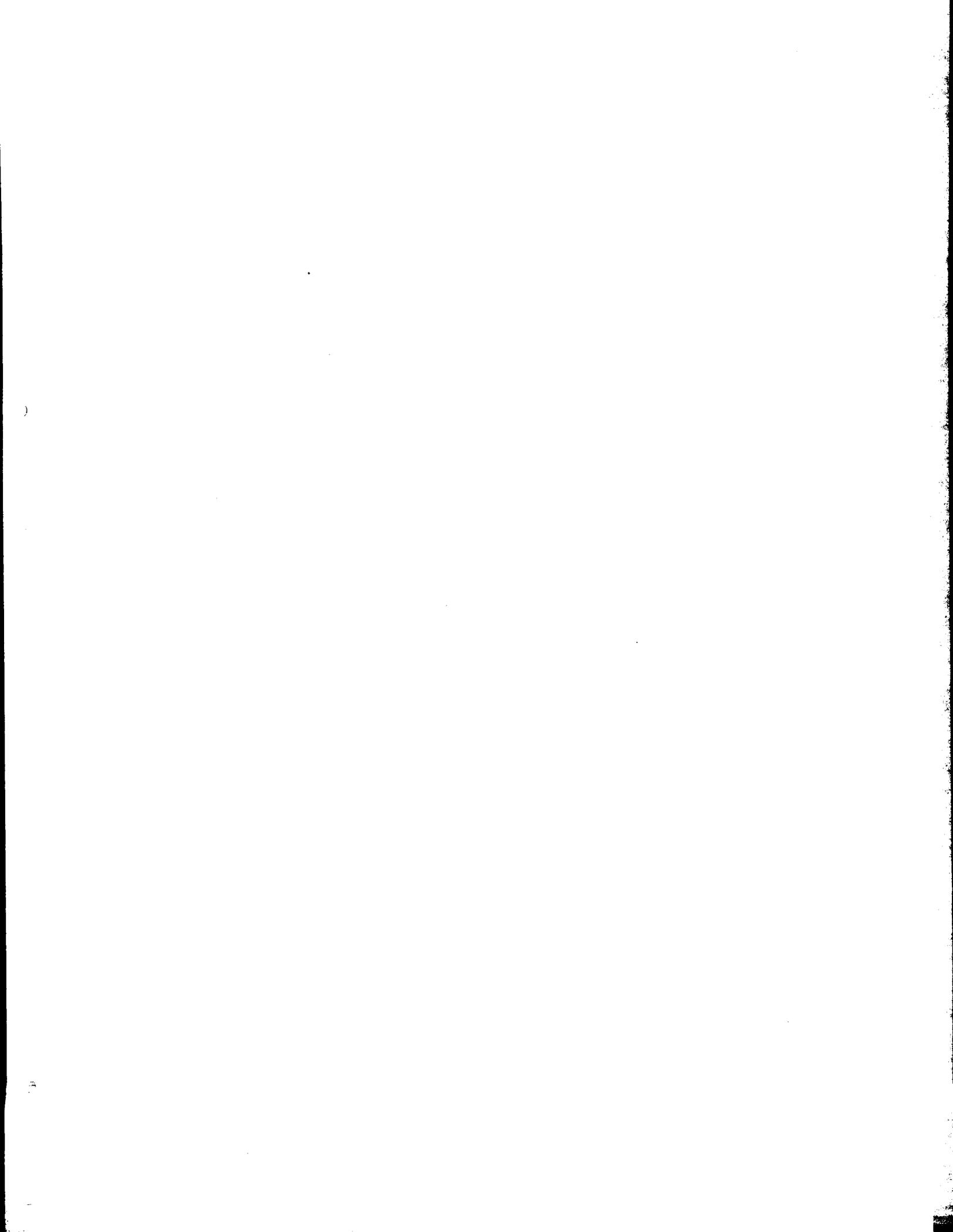
FOR: RESTAURANT SERVICES, IN CLASS 42
(U.S. CLS. 100 AND 101).

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

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

SHAVELL MCPHERSON, EXAMINING ATTORNEY

Claudia Vallarta
Respondent's Ex. 53
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



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



HOME OF FAMOUS
CALIFORNIA
BURRITO

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

FORNIA BURRITO", APART FROM THE MARK AS
SHOWN.

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

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

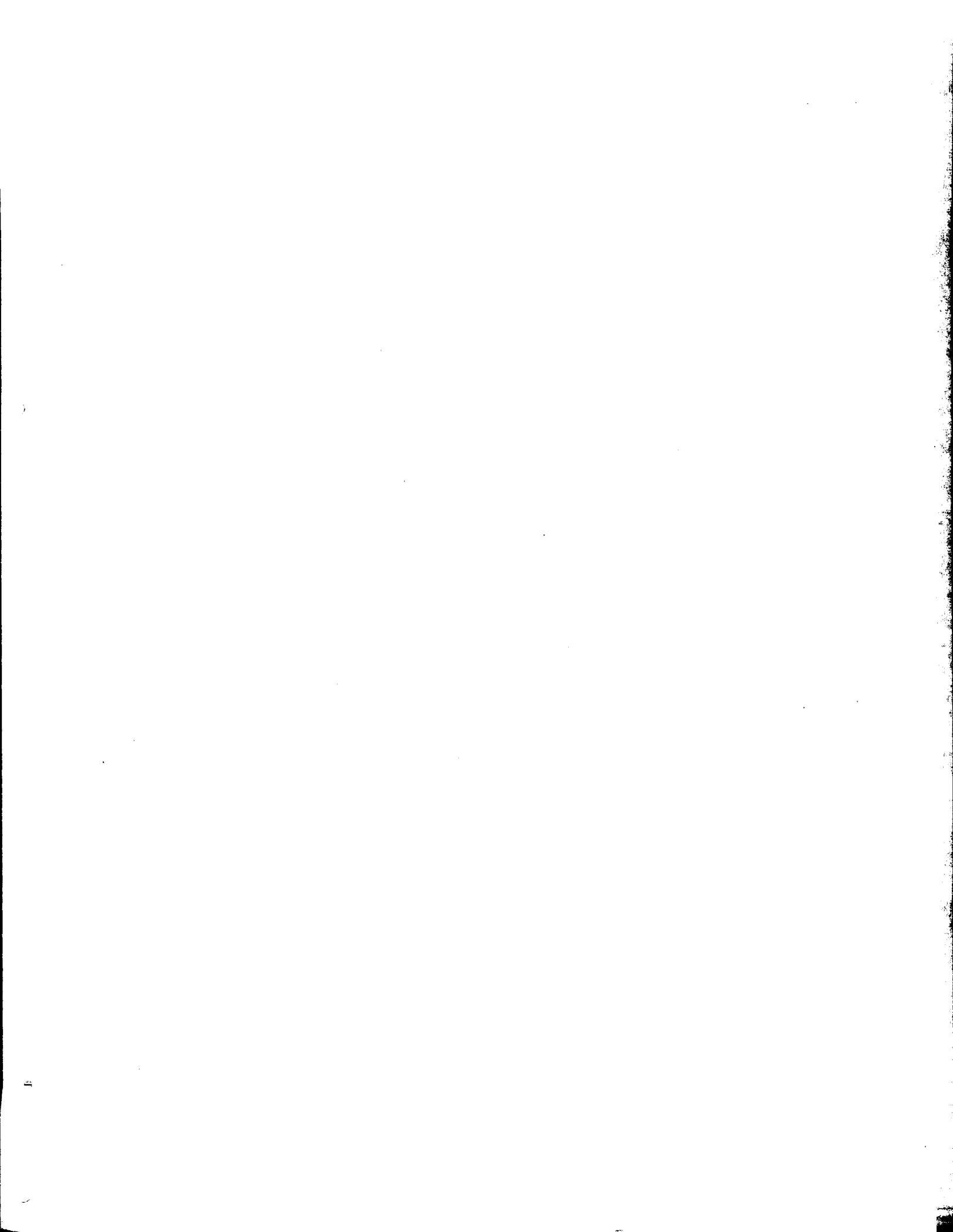
FIRST USE 0-0-1988; IN COMMERCE 0-0-1988.

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

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "MEXICAN FOOD" AND "CALI-

JEFFERY COWARD, EXAMINING ATTORNEY

Claudia Vallarta
Respondent's Ex. 54
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Amended

Reg. No. 2,682,978

Registered Feb. 4, 2003

OG Date Feb. 17, 2004

SERVICE MARK
PRINCIPAL REGISTER



HOME OF FAMOUS
CALIFORNIA
BURRITO

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

NO CLAIM IS MADE TO THE EXCLU-
SIVE 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".

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

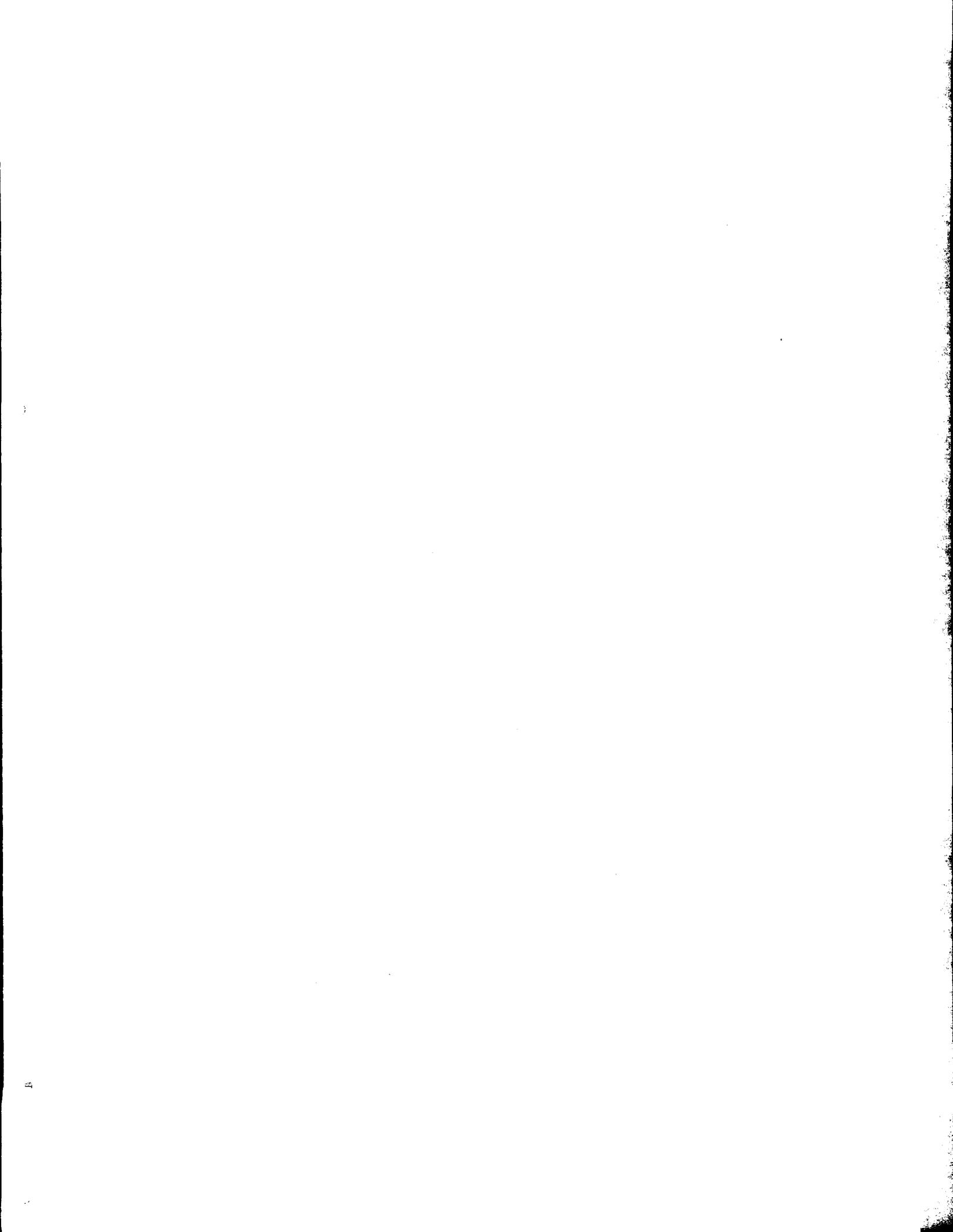
FIRST USE: 0-0-1993; IN COMMERCE
0-0-1993.

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

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Feb. 17, 2004.*

DIRECTOR OF THE U.S. PATENT AND TRADEMARK OFFICE

Claudia Vallarta
Respondent's Ex. 55
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR



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

11/07/2003 TSMITH 00000029 2682978

01 FC:6212

100.00 DP

Claudia Vallarta
 Respondent's Ex. 56
 Gallego v Santana's
 4/4/08 - 3 pgs
 V.R. Weiss, CSR

56-1

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

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.

56-2

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 that 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

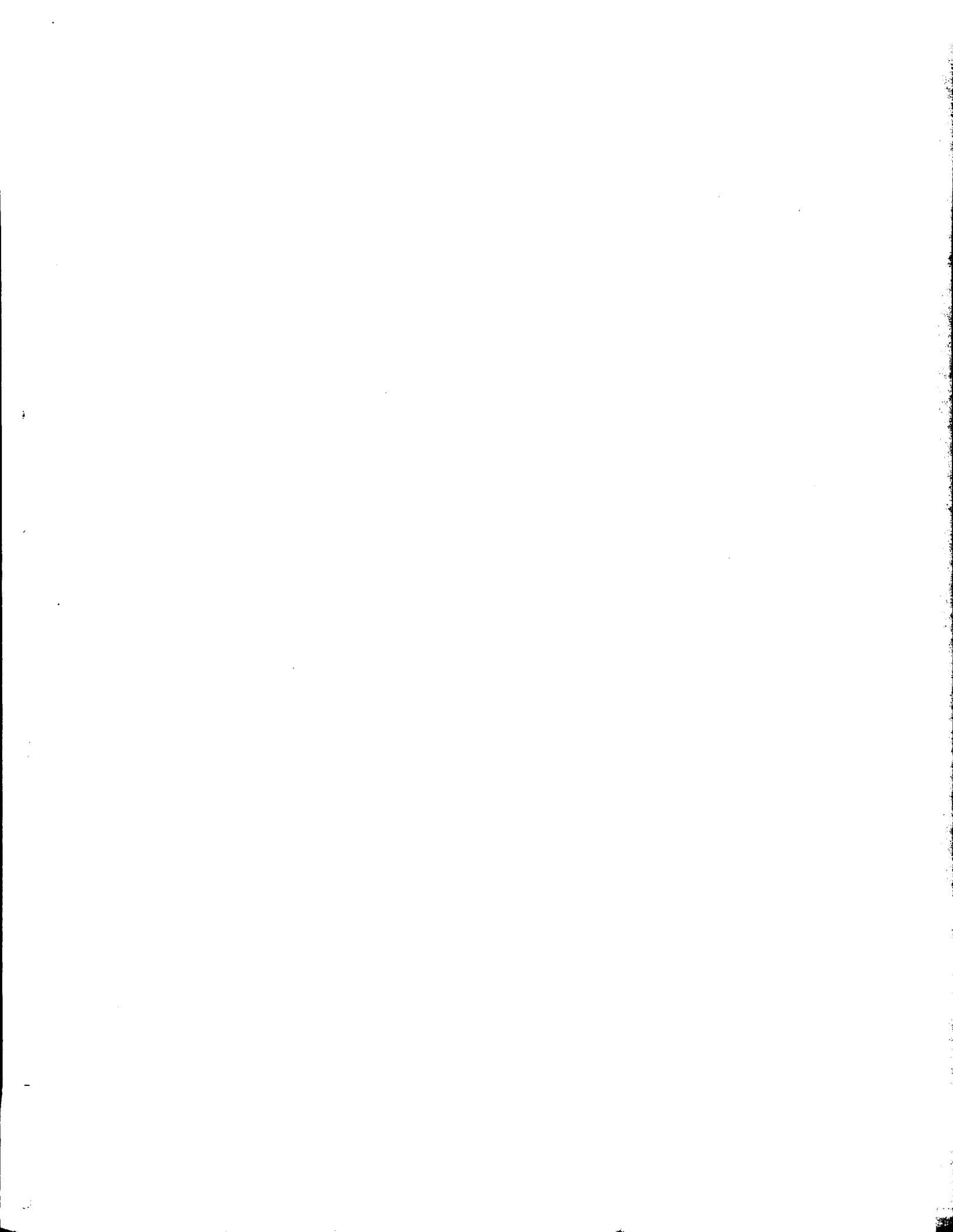
By: [Signature]

Name: CLAUDIA V. SANTANA

Title: Vice President

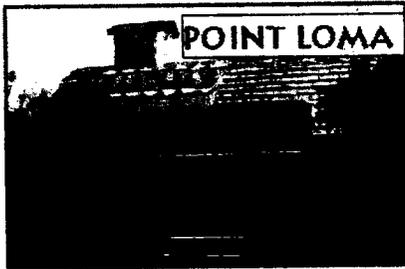
S:\DOCS\UZBUZB-3109.DOC 102003

56-3

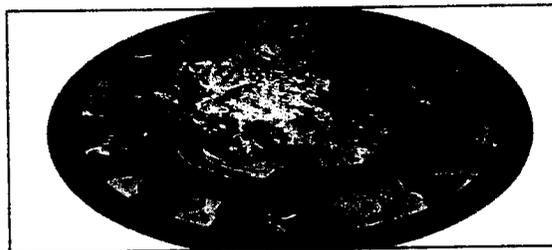
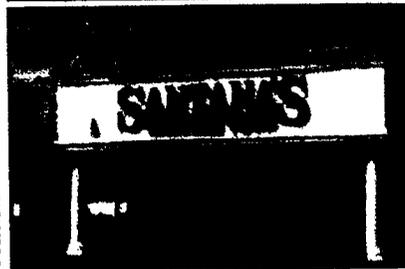


[HOME](#) * [MENU](#) * [EMAIL-US](#) * [SPECIAL OFFER](#) * [CABO SAN LUCAS SWEEPSTAKES](#)

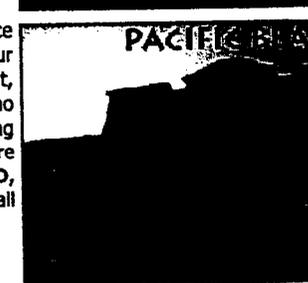
OPENING SOON IN



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's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD**, **ATM MACHINE**, A **FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:



OPEN 24/7



HOME*MENU*EMAIL US*SPECIAL OFFER
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Claudia Vallarta
Respondent's Ex. 57
Gallego v Santana's
4/4/08 - 22 pgs
V.R. Weiss, CSR



Santanas Mexican Grill

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Santanas Ladie's Wrist Watch



Reloj
Santanas
para Mujer

Price : \$26.50

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Santanas Men's Wrist Watch



Reloj
Santanas
para Hombre

Price : \$26.50

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Santanas Round Wallclock



Reloj
Santanas de
Pared
Redondo

Price : \$28.00

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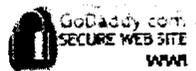
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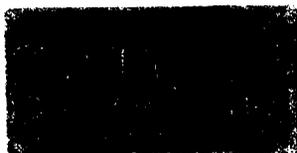
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Sudaderas



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Camisetas

Santanas Knit Cap



Uncuffed Knit Cap

Price : \$11.25

[Add To Cart](#)

Feat

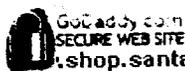
Santana Cap



Uncuffed
Price: \$1

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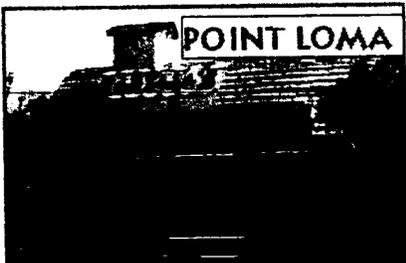


MAR 28 2008 15:09:57

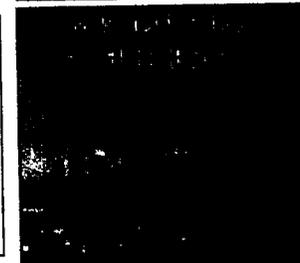
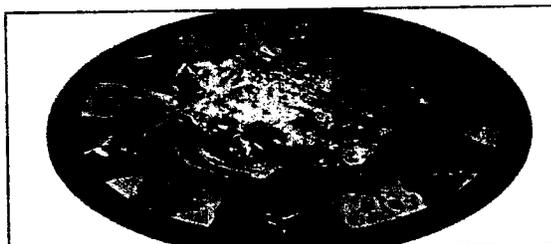
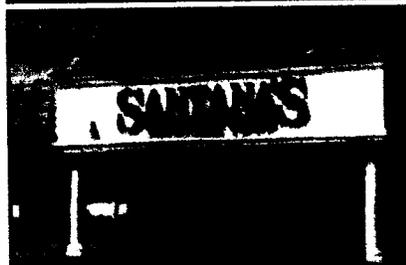
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POWAY!!!



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's why our food is made every day in our premises and our Tortillas, Meat, Poultry and Produce are delivered daily. We use 100% oil and no preservatives. We thank you again for the opportunity of letting us serve you, and for those that haven't tried our food we dare you to do so!!! We also offer A **FREQUENT EATER CARD, ATM MACHINE, A FRESH SALSA BAR** when you dine-in at all our locations and for your convenience we are:

OPEN 24/7



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OR CREDIT CARI



CHRISTMAS WEEK 2005

2nd Cabo San Lucas Sweeptakes Winners.....Congratulations !



Thanks for the Cabo trip Santana's! The weather was great, the accomidations were top notch, and the whole expeience was awesome.Laying on the beach in the sun a week before Christmas was really relaxing. The night life in the city was also a lot of fun. It was nice to get away from the city during the Holiday season. The prize was definetely appreciated. I live right next to your Mission Hills location and eat there all the time. I'm banking on winning the next trip, so I'll see you next year.

Thanks again,
Gavin Edwards

other stores. Everything was wonderful and this was truly one of the best trips I have ever taken. Thank you Santana's for giving me this experience.

Jamie O'Hare



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TRAVIS SANDOVAL

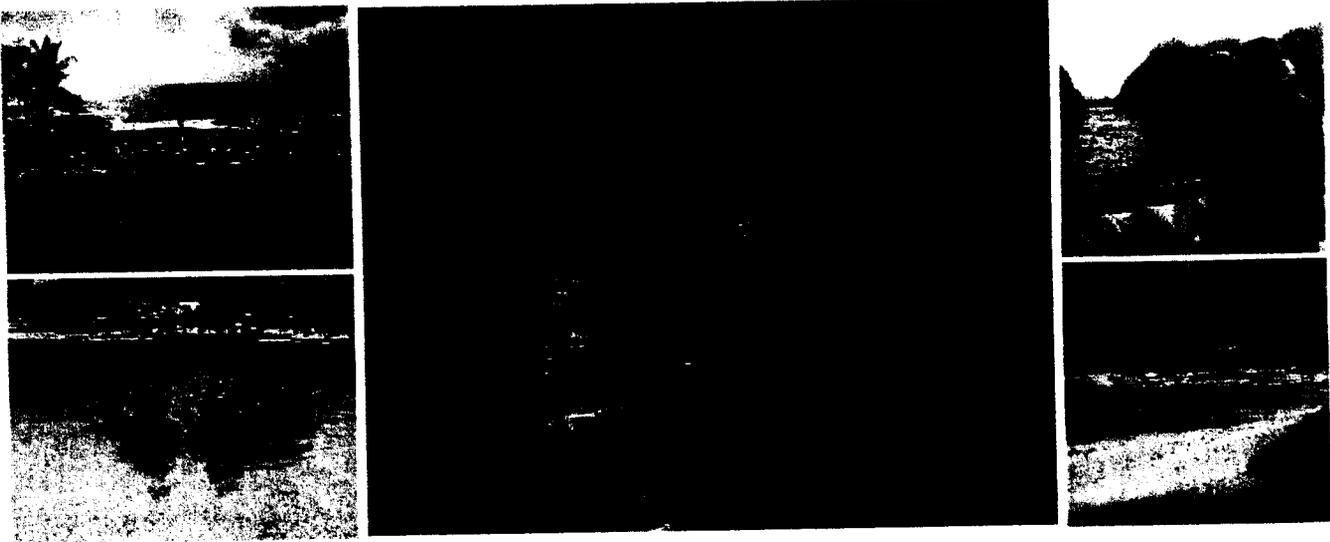


Santanas thank you very much for the trip to CABO it was the best time of my life. I brought a few friends of mine with me down to Cabo to stay with me in our penthouse suite it was gorgeous, with beautiful views on our HUGE balcony with a jacuzzi on it. The hacienda del mar was the nicest place I have ever stayed at in my life. The beach that was in front of our place was huge and the pools were amazing, i was living like a king for a week in paradise.

TRAVIS JONES



1st Cabo San Lucas Sweeptakes Winners Testimonial



My experience in Cabo San Lucas was absolutely amazing and would not have been possible without Santana's. Who really ever thinks they're going to win a contest where the prize is a trip? ..But I did and had the time of my life. The hotel, the attractions, and the view were all far above my expectations.

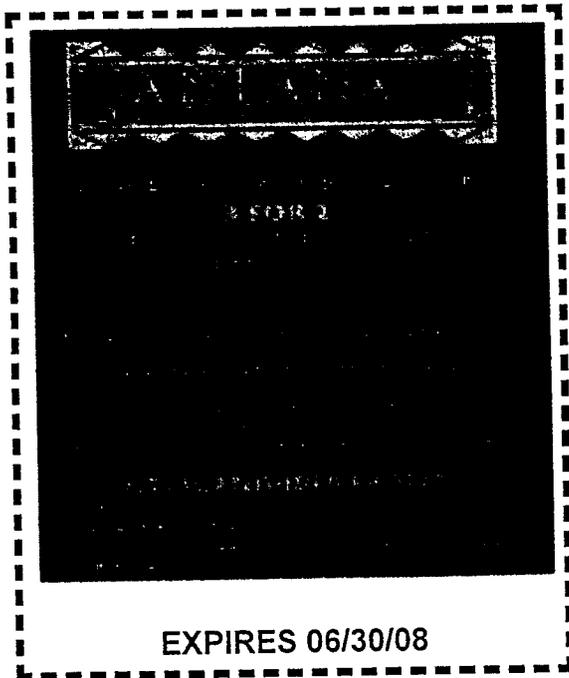
The hotel, the Hacienda Del Mar, was the nicest hotel I have ever stayed in. The service was incredible. Every employee was friendly and very helpful. Our room was very large and was gorgeous from the style down to the intricate details such as the bed spread. Our room looked out into the ocean. There were 6 pools throughout the hotel. Three of them were vanishing edge pools that overlooked the ocean. One of them had a pool bar, and all six of them were beautiful. The water temperature was great and the pool side service was fast and delicious. The ocean view was incredible and the water was clear and all different shades of turquoise. The white sandy beaches with little huts to block the sun were perfect for laying out. The hotel offered all kinds of activities including pool volleyball, water aerobics, crafts, a full service spa, 3 bars and restaurants, and shuttles to and from the town.

The town of Cabo San Lucas was brimming with activity. The hotel shuttle brought us into the middle of downtown. The town offers great restaurants, shopping, and activities. We participated in the sunset dinner cruise that took off from the harbor, which I highly suggest to anyone going to Cabo. It offered a cruise around the famous Arches, 3 course dinner, entertainment, and an open bar. There was snorkeling, glass bottom boats, and fishing in the harbor. Everywhere we went there was great food, great people, and for all the ladies, great shopping.

The weather was fantastic the entire time we were there. It was mid 80's and a little humid, so it wasn't too hot. Everything we needed was right there at the hotel, including a grocery store, a hospitality center, and several

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NOW A



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NOV



1 LB. CALIFORNIA

GRILLED CARNE ASADA * ACHIOTE OR GRILLED CHICKEN
WITH POTATOES, SALSA MEXICANA AND CHEDDAR CHEESE

\$ 4.25

CARNE ASADA GRILLED CHICKEN * CARNITAS

WITH SALSA MEXICANA & GUACAMOLE

\$ 4.25

ACHIOTE CHICKEN GRILLED ACHIOTE CHICKEN WITH RICE & BEANS

\$ 4.25

1 LB. VEGGIE

WITH YOUR CHOICE OF ANY FOUR ITEMS:

**BEANS * RICE * LETTUCE * POTATOES
GUACAMOLE * MEXICAN SALSA * CHEESE
SOUR CREAM * GRILLED MUSHROOMS**

\$ 4.00

BEAN AND CHEESE

\$ 2.75



CHICKEN CHIMICHANGA

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

\$ 5.50

SHRIMP BURRITO

**GRILLED SHRIMP, MEXICAN SALSA &
ACHIOTE SAUCE WITH RICE AND A ZEST OF LEMON**

\$ 5.00

FISH

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

\$2.60

4 BEEF ROLLED TACOS

WITH CHEESE \$ 2.00

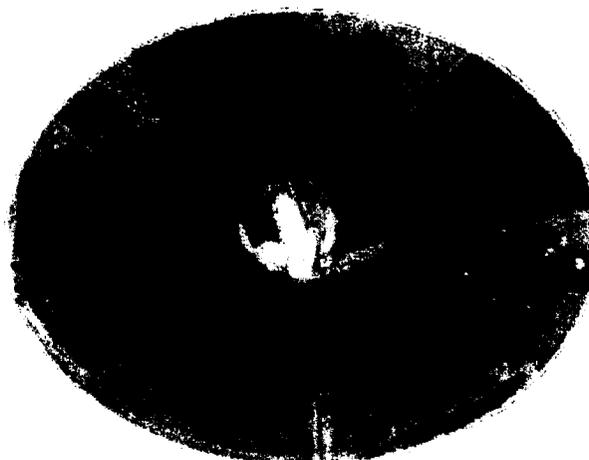
WITH GUACAMOLE AND CHEESE \$ 2.50

3 CHICKEN FLAUTAS

WITH CHEESE \$ 1.80

WITH GUACAMOLE AND CHEESE \$ 2.75

QUESADILLAS



TECATE

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

FISH BURRITO

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

\$ 4.25

**NOW YOU CAN MAKE ANY OF YOUR
FAVORITE BURRITOS INTO A BOWL**



**CARNE ASADA * GRILLED CHICKEN
OR CARNITAS**

WITH GUACAMOLE AND MEXICAN SALSA

\$2.60

BEEF (SHREDDED) OR ACHIOTE CHICKEN

WITH LETTUCE, CHEDDAR AND ENCHILADO CHEESES

\$2.60

\$ 5.50

QUESOMUCH

**ACHIOTE OR GRILLED CHICKEN OR CARNE ASADA,
JACK CHEESE AND MUSHROOMS, SERVED WITH SIDES OF
MEXICAN SALSA & CHIPS.**

\$ 5.50

VALLARTA

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

\$ 5.50

JACK OR CHEEDAR CHEESE

\$ 2.75

POSTADAS

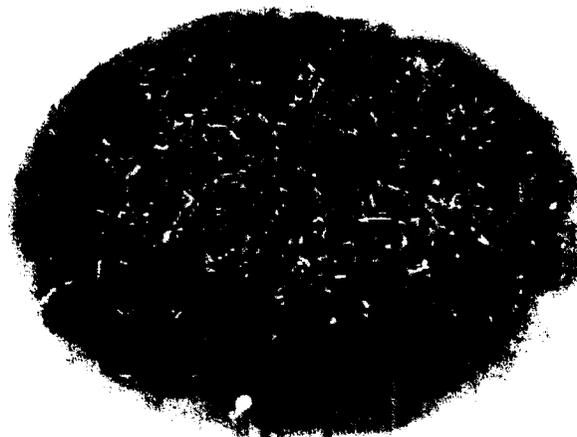


BEANS OR CHICKEN
TOPPED WITH BEANS, SOUR CREAM, CHEDDAR
AND COTIJA CHEESE AND LETTUCE
\$ 3.00



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

TORTAS



CARNE ASADA * ACHIOTE OR
GRILLED CHICKEN * HAM AND CHEESE
WITH LETTUCE AND GUACAMOLE
\$ 4.00

BREAKFAST



CHORIZO (MEXICAN SAUSAGE) OR
MACHACA (SHREDDED BEEF AND VEGETABLES)
BURRITO OR TORTA
WITH 2 EGGS
\$ 4.00

BUENOS DIAS BURRITO
WITH 2 EGGS, POTATOES, BACON, MEXICAN SALSA
AND CHEESE
\$ 4.00

PANCHO BURRITO
WITH 2 EGGS, HAM, POTATOES AND CHEESE

\$ 4.00

COMBINATIONS PLATES

WITH RICE, BEANS & CHIPS

PLEASE ORDER FROM MENU

1

\$ 6.00

**CARNE ASADA * GRILLED CHICKEN
ACHIOTE CHICKEN * CARNITAS
SHRIMP**

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

2



\$ 6.00

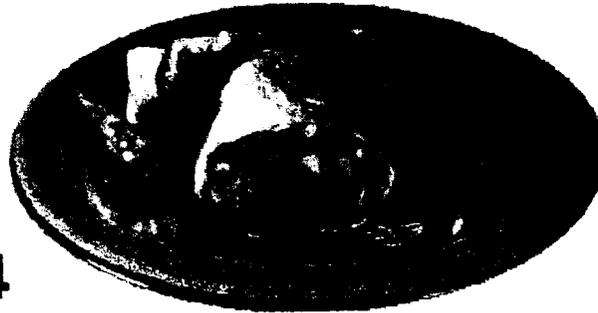
TACOS (2)

**CARNE ASADA * BEEF * ACHIOTE CHICKEN
GRILLED CHICKEN * CARNITAS * FISH**

3

\$5.25

BEEF ROLLED TACOS(4)
CHICKEN FLAUTAS(3)
WITH LETTUCE, MEXICAN SALSA,
SOUR CREAM AND CHEDDAR CHEESE



4

\$ 5.50

BURRITO (1)
CARNE ASADA * GRILLED CHICKEN
ACHIOTE CHICKEN * CARNITAS
CALIFORNIA CARNE ASADA
CALIFORNIA ACHIOTE CHICKEN
CALIFORNIA GRILLED CHICKEN * FISH

5

\$6.00

CHEESE OR CHICKEN
ENCHILADAS(2)
WITH SOUR CREAM AND CHEESE
GREEN MILD TOMATILLO SAUCE
RED CHILE PASILLA SAUCE



VANILLA FLAN
CUSTARD

\$ 1.75

SIDE



**BEANS * RICE * SOUR CREAM
MEXICAN SALSA**

8 OZ

\$ 1.50

**GUACAMOLE * CHEESE * CARNE ASADA
ACHIOTE OR GRILLED CHICKEN**

8 OZ

\$ 3.00

SIDE

ONLY INSIDE YOUR ORDER

**RICE * BEANS * SOUR CREAM
CHEESE * MEXICAN SALSA
LETTUCE**

\$ 0.50

GUACAMOLE * GRILLED MUSHROOMS

\$ 0.70



**LEMONADE * JAMAICA * GUAVA
HORCHATA * PINA * TAMARINDO
COKE * DIET COKE * SPRITE *
MINUTE MAID ORANGE SODA**

24 oz \$ 1.30

32 oz \$ 1.90

BOTTLED WATER

\$ 1.30

MILK 8oz

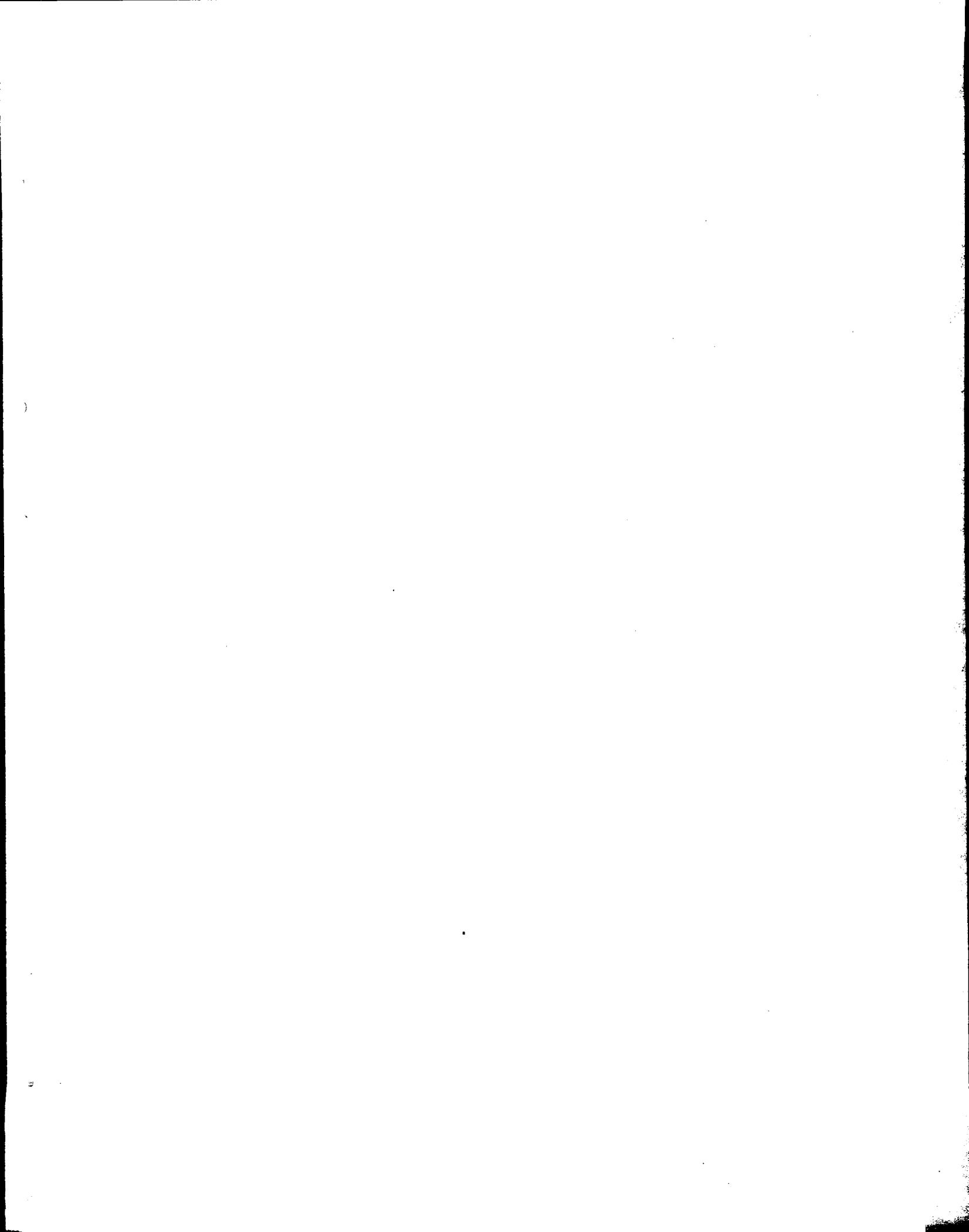
ORANGE JUICE 100oz

\$ 1.00

ALL ITEMS PLUS TAX

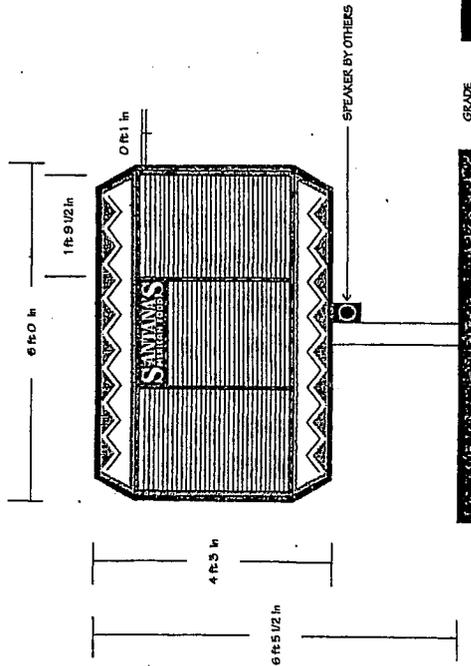


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#11 CARNE ASADA PLATE

FULL SIZE GRAPHICS



#11 CARNE ASADA PLATE	4.45
INCLUDING TWO CORN TORTILLAS	
#12 TWO FISH TACOS	3.45

TYPICAL MENU LAYOUT

- NEW SINGLE FACED INTERNALLY ILLUMINATED LEXAN FACED MENU DISPLAY SCALE 1/2"=1'-0"
- USE STANDARD SHEET METAL CONSTRUCTION WITH SEMI GLOSS ENAMEL FINISH
- DECORATE FIRST AND SECOND SURFACE OF CLEAR LEXAN WITH PRESSURE SENSITIVE VINYL GRAPHICS.
- USE SECOND SURFACE DECOR FOR ALL GRAPHICS EXCEPT PRICES.
- SEE COLORED ART FOR EXACT COLOR MATCHES.
- PAIN CABINET RED, POLE WHITE.
- ILLUMINATE WITH OHMO FLUORESCENT TUBES AT 1'-0" ON CENTER.
- VERIFY EXACT LOCATION PRIOR TO INSTALLATION.
- SIGN TO BE UL APPROVED AND BEAR UL LABEL.

APPROVED for
Zoning Requirements
Neighborhood Code Compliance Dept.

JUN 01 1994

FOR _____
BY _____

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Respondent's Ex. 58
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4/4/08 - 1 pg
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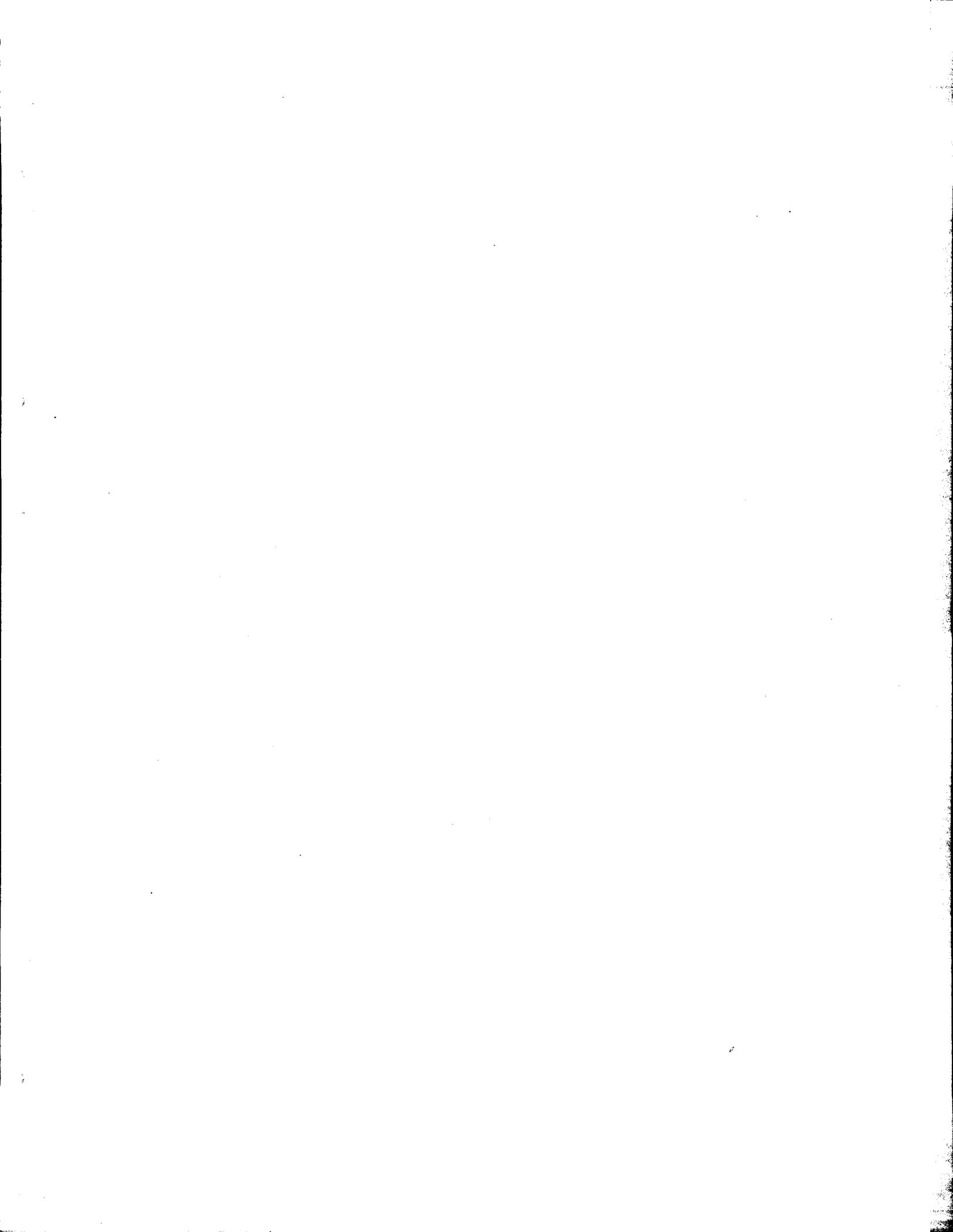
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SIGN COMPANY

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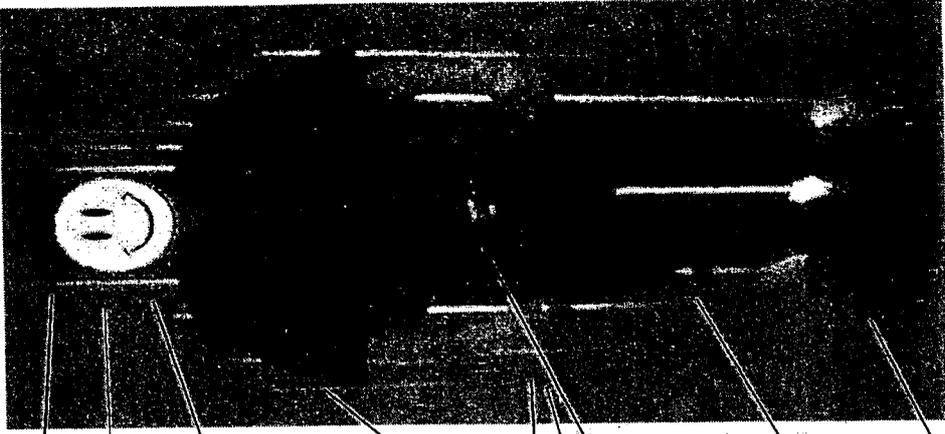
PROJECT TITLE SANTANA'S
ADDRESS 1925 MORENA BOULEVARD, SAN DIEGO
ACCOUNT EXECUTIVE JOHN HADYKA
FILE #SANTAN01 DESIGN #94247 REVISED APRIL 12, 1994 DAG

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UNIFORM REQUIREMENTS

MEN



HAT

SHORT HAIR

HAIR IN A PONY TAIL OR NET

SHAVED

BLACK SWEATSHIRT OR T-SHIRT

CLEAN HANDS

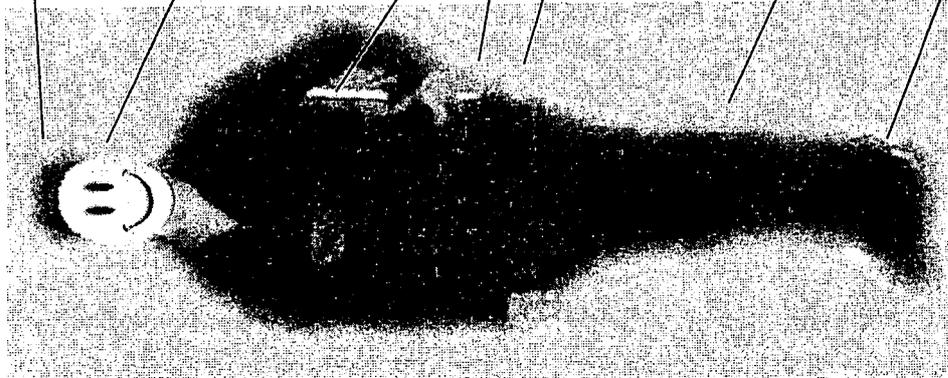
SHORT NAILS

BLACK BELT

BLACK PANTS

BLACK SHOES

WOMEN

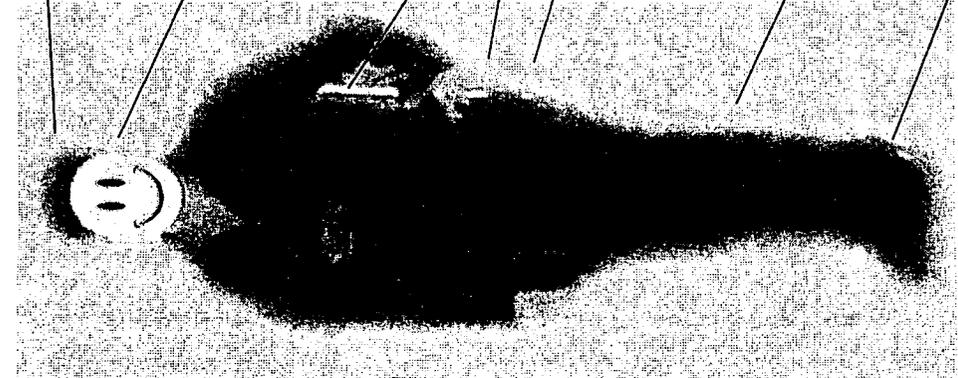


Claudia Vallarta
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4/4/08 - 2 pgs
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59-1

UNIFORME REQUERIDO

MUJER



BOINA

PELO CORTO

PELO RECOGIDO

AFEITADOS

CAMISA O SUDADERA NEGRA

MANOS LIMPIAS

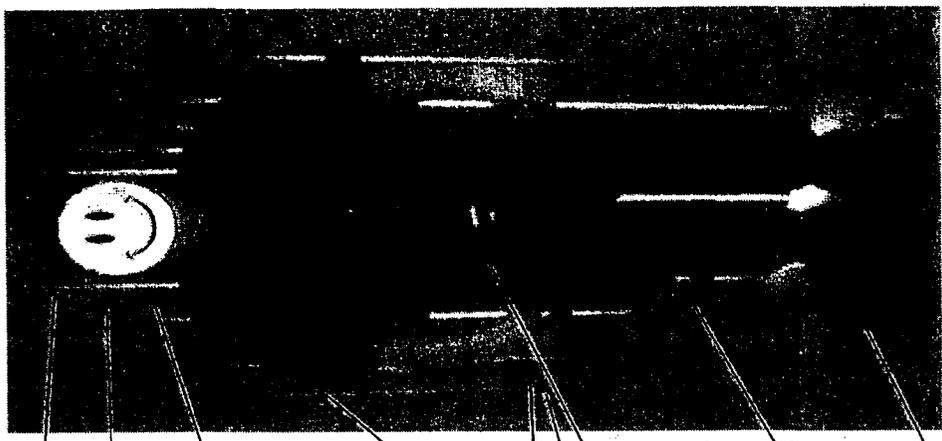
UÑAS CORTAS

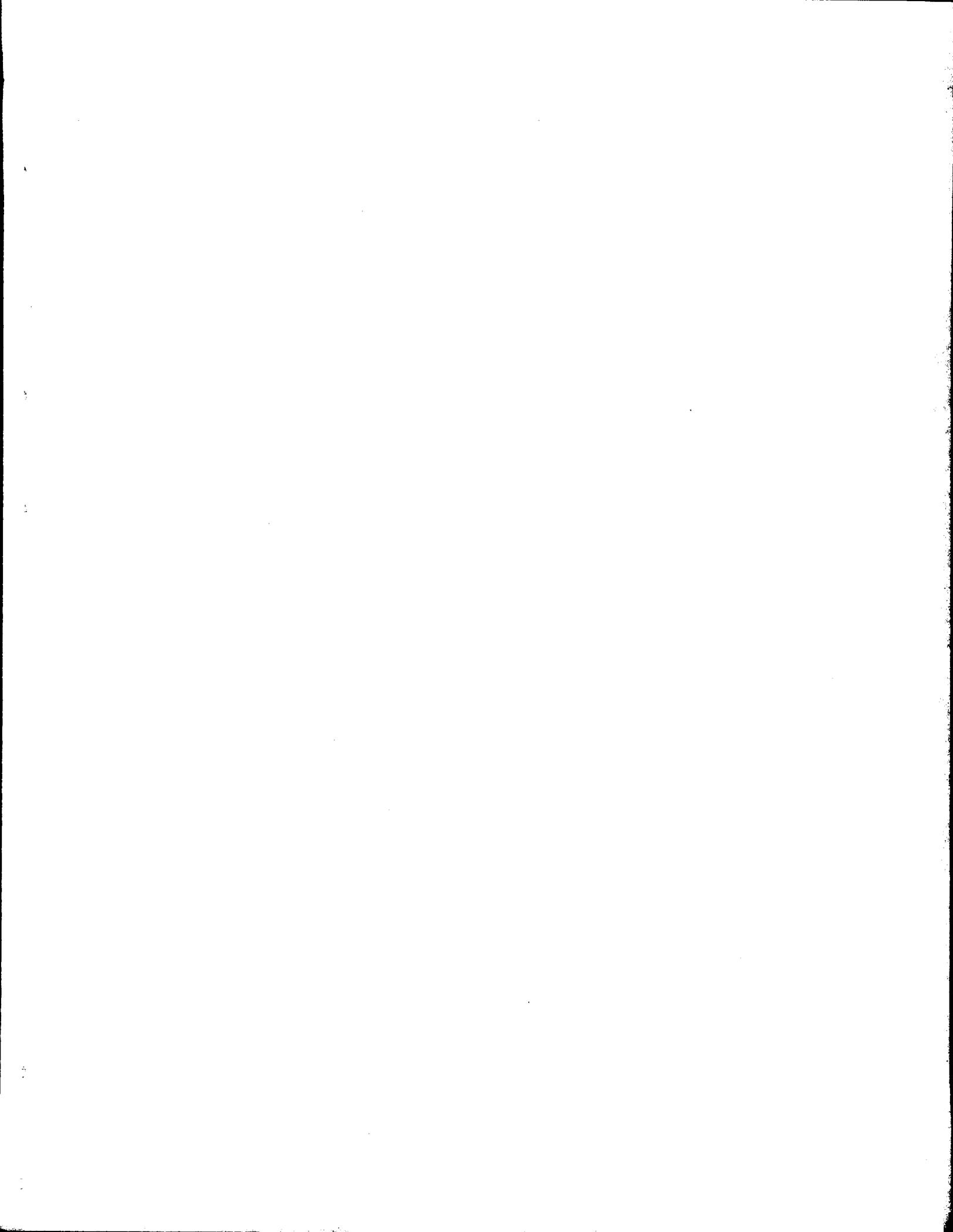
CINTO NEGRO

PANTALON NEGRO

ZAPATOS NEGROS

HOMBRE







CAP
2000 POINTS
ESTORE PRICE \$ 12.95



SWEATSHIRT
4300 POINTS
ESTORE PRICE \$ 33.95

Claudia Vallarta
Respondent's Ex. 60
Gallego v Santana's
4/4/08 - 3 pgs
V.R. Weiss, CSR



BACK

FRONT

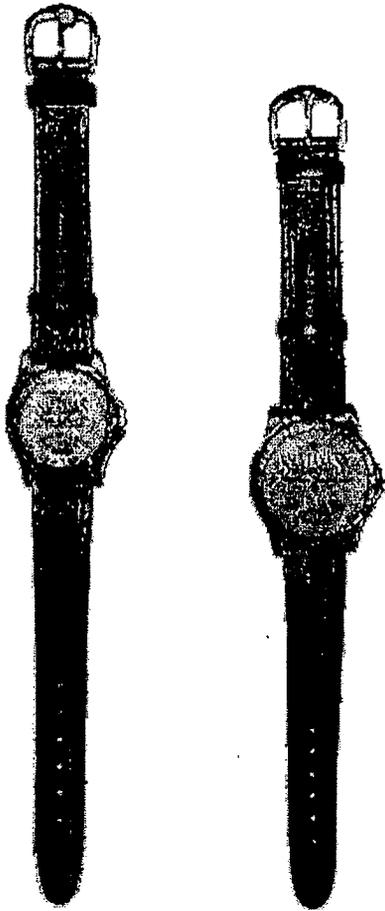
KID'S TSHIRT



LOGO

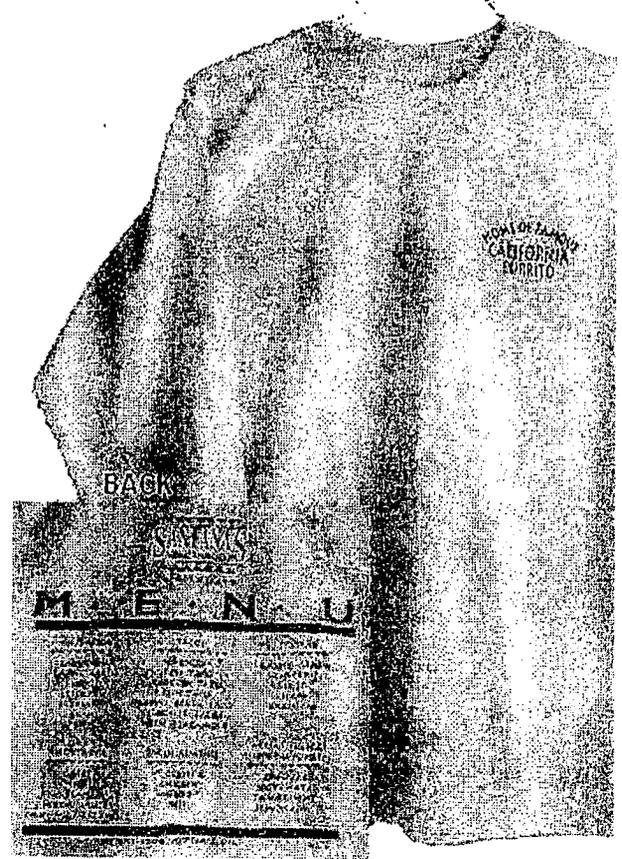
SHIRT 60-1

1350 POINTS
ESTORE PRICE \$ 6.95

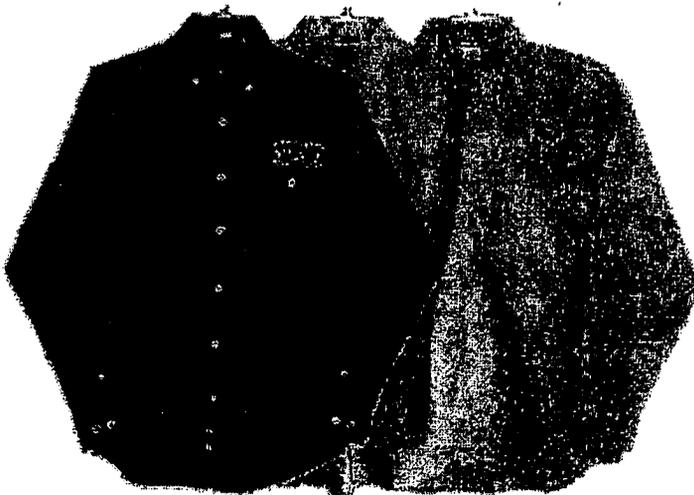


WRIST WATCH
3300 POINTS
ESTORE PRICE \$ 24.95

3650 POINTS
ESTORE PRICE \$ 27.95



LONG SLEEVE TSHIRT
2150 POINTS
ESTORE PRICE \$ 13.95



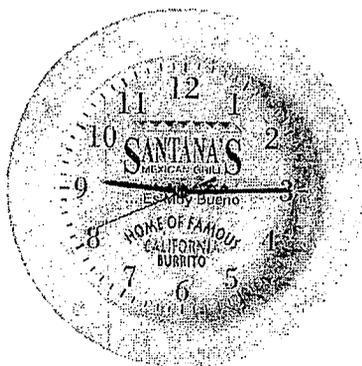
LONG SLEEVE SHIRT



SHIRT 602

4200 POINTS
ESTORE PRICE \$ 32.95

3650 POINTS
ESTORE PRICE \$ 27.95



WALL CLOCK
3300 POINTS
ESTORE PRICE \$ 24.95



TSHIRT
1350 POINTS
ESTORE PRICE \$ 6.95

HOME*SANTANAS'S REWARDS*MENU*EMAIL US*SPECIAL OFFER
ESTORE*JOIN OUR ECLUB*EMPLOYMENT*CABO SAN LUCAS SWEEPSTAKES

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60-3

a	Control number 22222	Void <input type="checkbox"/>	For Official Use Only OMB No. 1545-0008
b	Employer's identification number 33-0492701		
c	Employer's name, address, and ZIP code SANTANAS MEXICAN FOOD 1480 ROSECRANS ST. SAN DIEGO, CA 92106		
d	Employee's social security number [REDACTED]		
e	Employee's name (first, middle initial, last) Arturo Santana-Lee 411 BROADWAY EL CAJON, CA 92021		
1	Wages, tips, other compensation	[REDACTED]	Federal income tax withheld
3	Social security wages	[REDACTED]	Social security tax withheld
5	Medicare wages and tips	[REDACTED]	Medicare tax withheld
7	Social security tips	[REDACTED]	Allocated tips
9	Advance EIC payment	[REDACTED]	Dependent care benefits
11	Nonqualified plans	[REDACTED]	Benefits included in box 1
13	See Instrs. for box 13	[REDACTED]	Other SDI
15	Statutory employee	<input type="checkbox"/>	Deceased
16	State income tax	17 State wages, tips, etc. [REDACTED]	18 State income tax
19	Locality name	19 Local wages, tips, etc.	20 Local income tax
21	Subtotal	21 Local wages, tips, etc.	21 Local income tax
22	Hshld. emp.	<input type="checkbox"/>	Deferred compensation
23	Legal rep.	<input type="checkbox"/>	Subtotal
24	Pension plan	<input type="checkbox"/>	Defered compensation
25	Deceased	<input type="checkbox"/>	Subtotal
26	Statutory employee	<input type="checkbox"/>	Defered compensation

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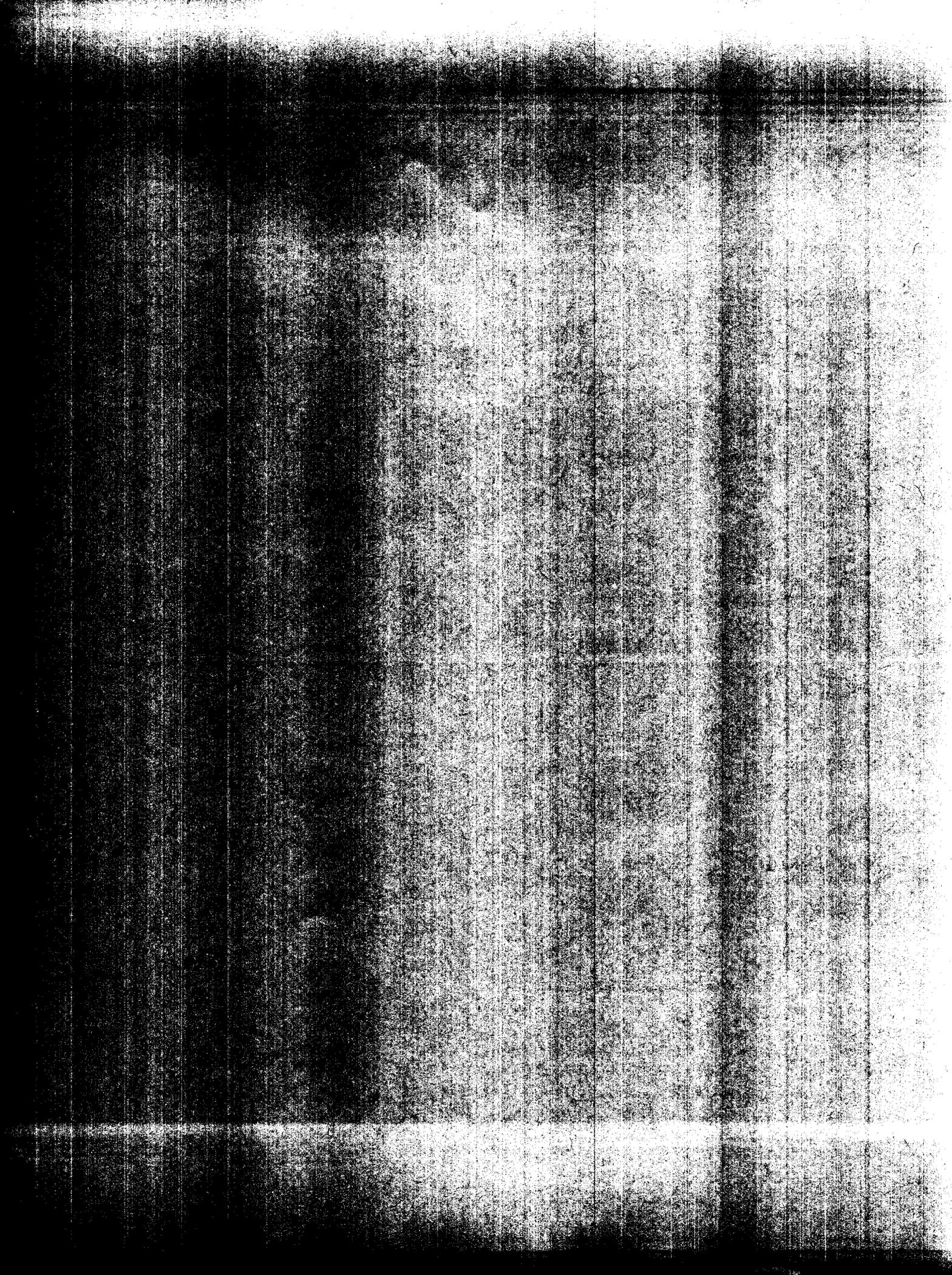
Department of the Treasury—Internal Revenue Service
For Paperwork Reduction Act Notice,
see separate instructions.

Cat. No. 10134D

W-2 Wage and Tax Statement 1997

Form Copy A For Social Security Administration

61-1



Trial Deposition

Benito Santana - Lee

(Cited as “Benito SL”)

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

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

Deposition of BENITO SANTANA-LEE

Friday, April 4, 2008

501 West Broadway, Suite 1700

San Diego, California

Vivian R. Weiss, RPR, CSR No. 12380



1 APPEARANCES

2

3 FOR PETITIONER ARTURO SANTANA GALLEGO:

4 THE ARMENTA LAW FIRM
5 BY: M. CRIS ARMENTA, ESQ.
6 11900 W. Olympic Boulevard, Suite 730
7 Los Angeles, California 90064
8 P 310.826.2826
9 F 310.826.5456
10 cris@crisarmenta.com

8

9 FOR REGISTRANT SANTANA'S GRILL, INC.:

10 BREMER, WHYTE, BROWN & O'MEARA
11 BY: MICHAEL SANDSTRUM, ESQ.
12 20320 S.W. Birch Street, Second Floor
13 Newport Beach, California 92660
14 P 949.221.1000
15 F 949.221.1001

13

14

15 ALSO PRESENT:

15

16 CONTINENTAL INTERPRETING SERVICES
17 BY: VIVIAN SALAZAR
18 110 West C Street, Suite 1300
19 San Diego, California 92101
20 619.702.7080

18

19

Arturo Santana Gallego

20

Arturo Santana-Lee

21

Arturo Castaneda

22

Aberlado Santana

23

Claudia Vallarta

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I N D E X

WITNESS

BENITO SANTANA-LEE

EXAMINATION BY	PAGE
Mr. Sandstrum	4
Ms. Armenta	19

EXHIBITS PREVIOUSLY MARKED

Petitioner's Exhibit No.	Page Referenced
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E X H I B I T S

EXHIBIT NO.	DESCRIPTION	PAGE
(All exhibits are photocopies unless otherwise indicated.)		
28	Santana's Mexican Food, Es Muy Bueno logo (1 page)	11

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1 SAN DIEGO, CA; FRIDAY, APRIL 4, 2008; 9:03 A.M.

2

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VIVIAN SALAZAR

4

was duly sworn to interpret the questions propounded by

5

counsel from English into Spanish and the answers

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as given by the witness from Spanish into English.

7

8

BENITO SANTANA-LEE,

9

having been administered an oath, was examined and

10

testified as follows:

11

12

EXAMINATION

13

BY MR. SANDSTRUM:

14

Q. Good morning. Can you please state and spell

15

your name for the record.

16

A. B-e-n-i-t-o S-a-n-t-a-n-a L-e-e.

17

Q. And can you tell me what your relationship is

18

with Arturo Santana Gallego?

19

A. He's my father.

20

Q. Can you list -- do you have any brothers?

21

A. Four.

22

Q. And who are they?

23

A. Ana Lillian Santana-Lee, Arturo Santana-Lee,

24

Pedro Santana-Lee, and Aberlado Santana-Lee.

25

Q. Are any of your brothers in this room today?

1 A. Arturo Santana-Lee and Abelardo Santana-Lee.

2 Q. And is your father in the room today?

3 A. Yes.

4 Q. And how old are you?

5 A. 45.

6 Q. And where do you currently reside?

7 A. Tecate, Baja, California.

8 Q. And did your father ever own any Mexican
9 restaurants in the early 1990s?

10 A. Yes.

11 Q. And which ones?

12 A. Rosecrans, 1480 Rosecrans, and Yucca Valley.

13 Q. Do you know the address of the Yucca Valley
14 restaurant?

15 A. I don't remember the number. But I know that
16 it's on the main road in Yucca Valley. I think it's
17 3300.

18 Q. Do you have a recollection or know how far the
19 Yucca Valley restaurant is from the Rosecrans
20 restaurant?

21 A. In miles or in time?

22 Q. In time.

23 A. Five hours, average.

24 Q. Did you ever work for your father at the
25 Rosecrans restaurant?

1 A. Yes.

2 Q. When was the first time you started working
3 for your father at the Rosecrans restaurant?

4 A. When he opened it up.

5 Q. And do you have a recollection of what date
6 that was?

7 A. It must have been in '88. Towards the end of
8 the '80s, beginning of the '90s.

9 Q. And that was the Rosecrans restaurant?

10 A. Yes.

11 Q. What were your job responsibilities?

12 A. Remodeling them so that they would work.

13 Q. And did you ever work at the Yucca Valley
14 restaurant during that same time period?

15 A. Yes. At the end of the '80s, beginning of the
16 '90s.

17 Q. And what were your job responsibilities at the
18 Yucca Valley restaurant?

19 A. To make them ready so they can begin to work,
20 and to put up signs, paint them, to make menus.

21 Q. What was the Rosecrans restaurant named when
22 your father first opened it?

23 A. Alberto's.

24 Q. And was the Rosecrans restaurant opened before
25 the Yucca Valley restaurant?

1 A. Yes.

2 Q. And what was the Yucca Valley restaurant
3 called or named when it opened?

4 A. The same.

5 Q. Same? Alberto's?

6 A. When it first opened, they both had the same
7 names.

8 Q. Okay.

9 A. Always.

10 Q. And then who came up with the name Alberto's?

11 A. The people who invited my father to open up
12 this business were called Alberto.

13 Q. And did your father ever change the name of
14 the Rosecrans restaurant from Alberto's to something
15 different?

16 A. Yes.

17 Q. And what was that?

18 A. Corona's.

19 Q. And did he change the Yucca Valley to Corona's
20 as well?

21 A. Yes.

22 Q. Whose idea was that?

23 A. Mine.

24 Q. Why did you have that idea?

25 A. To take advantage of the publicity of Corona.

1 Q. Did you ever have to take down or change the
2 Corona name at the Rosecrans restaurant?

3 THE INTERPRETER: I'm sorry. Can you repeat
4 the question?

5 BY MR. SANDSTRUM:

6 Q. Did you ever have to change the name of the
7 Rosecrans restaurant from Corona's to something
8 different?

9 A. Yes.

10 Q. And what was that name?

11 A. Santana's.

12 Q. And did you ever have to change the name of
13 the Yucca Valley restaurant from Corona's to something
14 different?

15 A. Yes.

16 Q. And what was that?

17 A. Santana's.

18 Q. And why did your father make a name change?

19 A. Because Corona's sued us.

20 Q. Who came up with the idea to name the
21 Rosecrans restaurant Santana's?

22 A. Mine.

23 Q. Was it called Santana's or something else?

24 A. I didn't understand the question.

25 Q. Was it called Santana's or Santana's Mexican

1 Food?

2 A. Santana's Mexican Food.

3 Q. And who came up with that idea?

4 A. Mine.

5 Q. And why? How did you come up with that name?

6 A. Because of the musician.

7 Q. What musician?

8 A. Carlos Santana.

9 Q. And, obviously, your father agreed to use the
10 name Santana's Mexican Food, correct?

11 A. Yes.

12 Q. Now, do you know, did the Yucca Valley
13 restaurant change its name to Santana's Mexican Food as
14 well?

15 A. Yes.

16 Q. Do you know which restaurant used the name
17 Santana's Mexican Food first, the Rosecrans restaurant
18 or the Yucca Valley restaurant?

19 A. First Rosecrans. But it was almost
20 simultaneously.

21 Q. So how long after the Rosecrans restaurant
22 started using the name Santana's Mexican Food did the
23 Yucca Valley restaurant use the name Santana's Mexican
24 Food, if you know?

25 A. Might have taken a month, two months. I don't

1 remember very well.

2 Q. Back in the early 1990s, how much time did you
3 spend at the Yucca Valley restaurant working for your
4 father?

5 A. Who?

6 Q. You.

7 A. Just while we prepared to open it. I only did
8 the construction parts.

9 Q. Okay. And so that was your entire
10 responsibility, basically?

11 A. Yes.

12 Q. How about with respect to Rosecrans back in
13 the early '90s?

14 A. Just construction.

15 Q. Now, when you were working doing construction
16 at the Rosecrans -- excuse me -- at the Yucca Valley
17 restaurant and at the Rosecrans restaurant, were you in
18 charge of making signs?

19 A. Yes.

20 Q. When the name changed from Corona's to
21 Santana's Mexican Food at both the Rosecrans restaurant
22 and the Yucca Valley restaurant, did you make a new sign
23 for that name?

24 A. Could you repeat the question, please?

25 MR. SANDSTRUM: Can you repeat the question?

1 (The record was read as follows:

2 "Question: When the name changed from
3 Corona's to Santana's Mexican Food at
4 both the Rosecrans restaurant and the
5 Yucca Valley restaurant, did you make a
6 new sign for that name?")

7 THE WITNESS: Yes.

8 (Discussion held off the record.)

9 MR. SANDSTRUM: I'm going to mark as
10 Respondent's Exhibit 28 a one-page document that says
11 "Santana's Mexican Food, Es Muy Bueno."

12 (Exhibit 28 marked for identification.)

13 BY MR. SANDSTRUM:

14 Q. Did you create the logo that you see in
15 Respondent's Exhibit 28?

16 A. Could you ask me again, please?

17 Q. Did you create the design that you see on
18 Respondent's Exhibit 28 in front of you?

19 A. No.

20 Q. Did you design the triangular pattern that you
21 see on Respondent's Exhibit 28?

22 A. No. Just Santana's Mexican Food.

23 Q. Besides working for your father at the Yucca
24 Valley restaurant and at the Rosecrans restaurant during
25 construction, did you have any business interests in

1 Tecate, Mexico?

2 A. Yes.

3 Q. And what were those business interests?

4 A. Construction.

5 Q. And what kind of construction were you doing?

6 A. Designing, construction on houses, apartments,
7 whatever work that I could get.

8 Q. Did you ever get into the business of
9 constructing an apartment complex in Tecate, Mexico?

10 A. Yes.

11 Q. How many units was that complex?

12 A. Six.

13 Q. And were your brothers Pedro Santana-Lee and
14 Abelardo Santana-Lee equal partners in that project?

15 A. Yes.

16 Q. Did your brother Abelardo Santana ever
17 transfer his interest in that apartment complex to
18 anyone?

19 MS. ARMENTA: Objection. Lacks foundation.

20 THE WITNESS: Yes.

21 BY MR. SANDSTRUM:

22 Q. Do you know whether your brother Abelardo
23 Santana ever transferred his interest in that apartment
24 complex in Tecate, Mexico, to anyone?

25 A. Yes.

1 Q. And who did he transfer his interest to?

2 A. To my father.

3 Q. And how do you know that?

4 A. Because I was the construction -- because I
5 built it.

6 Q. And do you recall approximately -- I think I
7 know it's been a long time -- when that transfer
8 occurred?

9 A. Not exactly. But it was when we were
10 constructing or building. It was a company that made
11 gravel.

12 Q. Do you have an estimate whether that transfer
13 took place in 1990? '91?

14 A. At the beginning of the '90s.

15 Q. Now, you just mentioned something about a
16 gravel construction plant?

17 A. Yes.

18 Q. Was that your business?

19 A. No.

20 Q. Whose business was that?

21 A. Arturo's.

22 Q. Was your father involved in that gravel plant?

23 A. Yes.

24 Q. And do you know when that business started,
25 approximately?

1 A. 1990.

2 Q. And did you ever work at that plant?

3 A. Yes.

4 Q. And what were your job responsibilities?

5 A. Sales.

6 Q. And how long did you work at that plant doing
7 sales?

8 A. Five years.

9 Q. Was the gravel plant struggling in any way
10 financially?

11 A. Yes.

12 Q. And did your father ever have to borrow any
13 money to help support the operations of the gravel
14 plant?

15 MS. ARMENTA: Objection. Leading. Calls for
16 speculation.

17 THE WITNESS: Yes.

18 BY MR. SANDSTRUM:

19 Q. Do you know who he borrowed money from?

20 MS. ARMENTA: Objection. Lacks foundation.

21 THE WITNESS: Do I know who he borrowed from?

22 BY MR. SANDSTRUM:

23 Q. Yes.

24 A. From whomever he could.

25 Q. Did he ever borrow any money from your brother

1 Abelardo Santana?

2 A. Yes.

3 MS. ARMENTA: Objection. Lacks foundation.

4 THE INTERPRETER: The Interpreter would
5 request that the deponent be instructed to please wait
6 until the interpretation of the question is finished
7 before answering, please.

8 BY MR. SANDSTRUM:

9 Q. Will you please wait until the interpreter
10 finishes the interpretation before you answer the
11 question because it's important that we have a clear
12 record that the court reporter is taking down.

13 Do you understand?

14 A. Yes.

15 Q. Okay. How do you know that your father
16 borrowed money to help the gravel plant keep running?

17 A. Because it was never enough to keep -- to
18 maintain it open.

19 Q. I don't understand that. Can you clarify that
20 response?

21 A. Okay. How can I explain this to you? Of all
22 of the businesses that he had, he would take the
23 resources to be able to maintain that business.

24 Q. Okay. And that included obtaining loans or
25 borrowing money from people, correct?

1 MS. ARMENTA: Objection. Leading.

2 THE WITNESS: Yes.

3 BY MR. SANDSTRUM:

4 Q. And how do you know that Abelardo Santana-Lee,
5 your brother, lent your father money to help run or keep
6 the gravel plant running properly?

7 A. I would find out because it was within family.

8 Q. Do you have any idea how much your brother
9 Abelardo Santana-Lee loaned your father for the gravel
10 plant?

11 MS. ARMENTA: Objection. Lacks foundation and
12 calls for hearsay.

13 THE WITNESS: No.

14 BY MR. SANDSTRUM:

15 Q. You can answer the question.

16 THE INTERPRETER: He answered "no."

17 BY MR. SANDSTRUM:

18 Q. Was it a small amount or large amount?

19 MS. ARMENTA: Objection. Leading. Calls for
20 hearsay. Lacks foundation.

21 MR. SANDSTRUM: He's not my client, the
22 witness. I subpoenaed him to come here today.

23 MS. ARMENTA: Unless he's hostile, you can't
24 ask him leading questions. I'll just put my objections
25 on the record.

1 BY MR. SANDSTRUM:

2 Q. You can answer the question if you remember
3 it.

4 A. No.

5 MR. SANDSTRUM: Can you read the question
6 back?

7 (The record was read as follows:

8 "Question: Was it a small amount or
9 large amount?")

10 MR. SANDSTRUM: If you know.

11 MS. ARMENTA: Same objections.

12 THE WITNESS: No, I don't know the amount.

13 BY MR. SANDSTRUM:

14 Q. Did the gravel plant that your brother Arturo
15 Santana-Lee and your father were involved in, did it
16 ever go out of business?

17 MS. ARMENTA: Objection. Leading. Calls for
18 hearsay. Lacks foundation.

19 THE WITNESS: Yes.

20 BY MR. SANDSTRUM:

21 Q. Did your father have any money invested in the
22 gravel plant?

23 A. Yes.

24 MS. ARMENTA: Objection. Calls for
25 speculation. Lacks foundation. Calls for hearsay.

1 BY MR. SANDSTRUM:

2 Q. How do you know your father invested money
3 into that gravel plant?

4 A. I used to work there.

5 MS. ARMENTA: Same objections and leading.

6 Let's stop for a minute. How can I get my
7 objections in? I need you guys to pause.

8 MR. SANDSTRUM: Did we get an answer?

9 (The record was read.)

10 BY MR. SANDSTRUM:

11 Q. At any time after the early '90s did you ever
12 work for your father at any of the restaurants, the
13 Rosecrans restaurant or the Yucca Valley restaurant?

14 A. After the '90s?

15 Q. Yeah.

16 A. Yes.

17 Q. And when was that?

18 A. When they were getting fixed up.

19 Q. Can you recall the date?

20 A. Not exactly, no.

21 MR. SANDSTRUM: I pass.

22 MS. ARMENTA: You're done?

23 MR. SANDSTRUM: Yes.

24 ///

25 ///

EXAMINATION

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BY MS. ARMENTA:

Q. Hi. My name is Cris Armenta, and I represent your father in this proceeding.

What's your occupation?

A. Construction worker.

Q. Are you an architect also?

A. Yes.

Q. Now, you said before that you helped your father get restaurants ready, put up signs, make menus, and paint the restaurant.

Was that the entirety of your responsibilities with respect to the restaurants that your father owned in the late 1980s, early 1990s?

A. Yes.

Q. Let me show you Petitioner's Exhibit No. 5, and I'm drawing your attention to the photograph at the bottom of that page.

Do you recognize what's in that photograph?

A. Yes.

Q. What's in it?

A. My uncles and my brother.

Q. What are the names of your uncles?

A. Cervando and Blanca.

Q. And what restaurant is he standing in front of

1 in the picture?

2 A. Yucca Valley.

3 Q. Can you tell by looking at that photo and the
4 ages of the people represented in that photo
5 approximately what year that photograph was taken?

6 MR. SANDSTRUM: Object. Calls for
7 speculation.

8 THE WITNESS: No.

9 BY MS. ARMENTA:

10 Q. Now, do you see the colors that are painted on
11 the restaurant along the top of the roof?

12 A. Yes.

13 Q. Who selected those colors for the Yucca Valley
14 restaurant?

15 A. I did.

16 Q. And can you tell me what colors you see there?

17 MR. SANDSTRUM: I am going to object that the
18 photograph speaks for itself.

19 THE WITNESS: Royal blue, forest green, and
20 orange.

21 BY MS. ARMENTA:

22 Q. When did you first select those colors for the
23 Yucca Valley restaurant?

24 A. I did not like the yellows and the reds of
25 Alberto's.

1 Q. So when did those colors first appear on the
2 restaurant in relation to the name change?

3 A. When it stopped being Alberto's and it was
4 called Corona's.

5 Q. So when the name of the Yucca Valley
6 restaurant changed to Corona's, was that the first time
7 that those colors depicted in Petitioner's Exhibit 5
8 appeared on that restaurant?

9 A. I don't remember exactly in what moment I
10 decided.

11 Q. Was it before or after the name change from
12 Corona's to Santana's?

13 A. I don't remember.

14 Q. In the top photograph on Petitioner's
15 Exhibit 5, do you recognize that sign?

16 A. Yes.

17 Q. Did you make it?

18 A. Yes.

19 Q. Approximately what year did you make that
20 sign, if you know?

21 A. Beginning of the '90s. '89, '90, somewhere in
22 there. End of the '80s, beginning of the '90s.

23 Q. Do you recognize what's depicted in
24 Petitioner's Exhibit 6?

25 A. Yes.

1 Q. What restaurant is depicted in that photograph
2 behind the people standing there?

3 A. Yucca Valley.

4 Q. And do you recognize the sign that's depicted
5 in that photograph?

6 A. Yes.

7 Q. Did you make that sign?

8 A. Yes.

9 Q. Can you tell me which sign came first, the one
10 that's depicted in Exhibit 5 or the one that's depicted
11 in Exhibit 6?

12 A. I don't remember.

13 Q. Did you make the sign that's in Exhibit 6 too?

14 A. I think so.

15 Q. Do you recognize the people that are in the
16 photograph?

17 A. Yes.

18 Q. Who are they, if you can just start from left
19 to right?

20 A. Blanca and Cervando. The people in the middle
21 I don't recognize. I can't distinguish the faces. The
22 photos are too blurred.

23 Q. Thank you.

24 Did there come a time that you assisted your
25 father at the Yucca Valley restaurant in coming up with

1 some sign that had triangles that you cut out of foam
2 board?

3 A. No.

4 Q. Did there ever come a time that you remember
5 that you assisted your father in hand-making a sign for
6 Santana's Mexican Food that included triangles?

7 A. Yes. In El Cajon.

8 Q. So let me show you Exhibit No. 7.
9 Do you recognize your father in that photo?

10 A. Yes.

11 Q. Do you recognize the interior --

12 A. Yes.

13 Q. -- of the restaurant in that photo?

14 A. Yes.

15 Q. And do you see the triangles depicted on that
16 photo?

17 A. Yes.

18 Q. Was that the first time -- strike that.

19 Are those the triangles that you're referring
20 to that you assisted in making?

21 MR. SANDSTRUM: I'm going to object. That
22 misstates testimony.

23 THE WITNESS: Yes, but I copied them from
24 Rosecrans.

25 ///

1 BY MS. ARMENTA:

2 Q. So tell me the first time that you ever saw
3 triangles associated with any of the Santana's
4 restaurants.

5 A. When they changed the design that I had
6 created.

7 Q. Who changed the design?

8 A. Claudia.

9 Q. So you don't remember participating yourself
10 in the creation of a sign that had triangles at the
11 Yucca Valley restaurant?

12 MR. SANDSTRUM: Objection. Misstates
13 testimony. It's an improper question. Move to strike
14 the question and the answer.

15 THE WITNESS: I didn't understand.

16 BY MS. ARMENTA:

17 Q. Do you remember ever assisting your father or
18 any of your brothers for any signage that had triangles
19 at the Yucca Valley restaurant?

20 A. No.

21 Q. Now, do you remember a time that there was a
22 radio announcement for the Yucca Valley restaurant?

23 A. Yes. I contracted for it.

24 Q. Who did you contract it with?

25 A. A girl, a woman. I don't remember the name.

1 Q. Do you remember the name of the radio station?

2 A. No.

3 Q. What was the -- do you remember the content of
4 the radio advertisement?

5 A. An invitation to the inauguration of the new
6 Santana's or the taqueria in Yucca Valley.

7 Q. Do you remember that it had a song or jingle
8 associated with the radio advertisement?

9 A. Yes.

10 Q. What was the song?

11 A. It was a Mexican song. I don't know the name
12 exactly.

13 Q. Do you think if you heard it again it might
14 refresh your recollection as to what it said?

15 A. Yes. The girl that I contracted with gave me
16 a cassette.

17 Q. So if you heard it again, might you recognize
18 it?

19 A. Yes.

20 Q. Okay. I'm going to ask your father to sing
21 the song.

22 MR. GALLEGO: (Singing in Spanish.)

23 THE INTERPRETER: Tequila at midnight.

24 Tequila upon awakening. Tequila at dawn. Tequila in
25 the middle of night. Santana's Mexican Food, Es Muy

1 Bueno.

2 BY MS. ARMENTA:

3 Q. Does that refresh your recollection as to what
4 the radio announcement sounded like?

5 A. No.

6 Q. What do you remember about it?

7 A. "Es Muy Bueno."

8 Q. You remember the "Es Muy Bueno"?

9 A. Yes.

10 Q. And you remember that the radio announcement
11 had the words "Es Muy Bueno" in it?

12 A. Yes, because I copied that from that to put it
13 in the logo.

14 Q. Where did you then put the words "Es Muy
15 Bueno"?

16 A. In the slogan of the sign.

17 Q. In the sign outside?

18 A. Wherever there was going to be a Santana's,
19 there was going to be that logo.

20 Q. Do you remember whether or not -- you said you
21 had a cassette from the girl, right?

22 A. Yes.

23 Q. Did you also hear the ad on the radio?

24 A. No.

25 Q. Did you pay for the ad to be run on the radio?

1 A. Not from my pocket.

2 Q. Do you know if anyone paid for that?

3 A. The restaurant.

4 Q. And when you're talking about "the
5 restaurant," you're talking about your father at the
6 Yucca Valley restaurant?

7 A. Yes.

8 Q. And so in connection with your job
9 responsibilities to put up signs and make menus in
10 connection with the Yucca Valley restaurant, did you
11 then use that slogan "Es Muy Bueno" wherever you could
12 in connection with that restaurant?

13 A. Yes.

14 Q. Do you remember whether that ad ran just one
15 time or more than once?

16 A. On the radio?

17 Q. Yes.

18 A. It was -- the contract was for just a few
19 months. That's all.

20 Q. Can you remember approximately what year that
21 was?

22 A. Beginning of the '90s, end of the '80s.

23 Q. But that was at a time that your father was
24 still an owner of the Yucca Valley restaurant; is that
25 right?

1 A. Yes.

2 Q. Do you remember who was working at the
3 restaurant at the time that the radio announcement "Es
4 Muy Bueno" ran?

5 A. The workers or the one that ran it?

6 Q. Either.

7 A. I remember a Victor and Arturo ran it.

8 Q. Let me have you look again at Exhibit No. 6.
9 So in that photograph where the sign says "Santana's, Es
10 Muy Bueno," is that the slogan you're referring to that
11 you copied from the radio announcement?

12 A. Yes.

13 Q. And is this an example of where you took the
14 slogan and you incorporated it?

15 A. I don't understand. Again, please.

16 Q. Is this an example of where you took the
17 slogan and incorporated it into signs for Santana's
18 Mexican Food?

19 A. This is not the first one. The first one had
20 little squares.

21 Q. What little squares?

22 A. Can I turn the page?

23 Q. Of course.

24 A. (Witness indicates.)

25 Q. So when you say "little squares," you mean the

1 little grid that's on the top of the sign in Exhibit 5?

2 A. Yes.

3 Q. So did the picture in Exhibit 5, the sign,
4 come before the picture in Exhibit 6?

5 A. The one with the squares was first. And the
6 second one, since the wind knocked it down, then we
7 didn't put up the squares anymore.

8 Q. So is it fair to say that the picture in
9 Exhibit 5 came before the one in Exhibit 6?

10 A. I think I remember it that way.

11 Q. But on both signs, one says "Muy Bueno" and
12 the other one says "Es Muy Bueno."

13 Is that right?

14 A. Yes.

15 Q. Now, in the first sign, where it says "Muy
16 Bueno," was this an example of where you copied the
17 slogan from the radio announcement?

18 A. In the first one I couldn't fit in "Es."

19 Q. So you used part of the slogan in the first
20 one?

21 A. That way you can see -- I couldn't put it in
22 on the first time because of the space.

23 Q. Did you have those same space restrictions
24 when it came to making menus?

25 MR. SANDSTRUM: I'm going to object. Again

1 misstates testimony.

2 THE WITNESS: Things are designed within the
3 space that you have. Then -- so when one is designing
4 something that doesn't fit into the space, then you take
5 elements off, words.

6 BY MS. ARMENTA:

7 Q. Did there ever come a time that you took the
8 slogan "Es Muy Bueno" that was on the radio ad and put
9 it on menus or other printed things but not the sign?

10 A. Yes. The menus.

11 Q. And did that also happen at the time that your
12 father owned the Yucca Valley restaurant?

13 A. I think so.

14 Q. At the time that you made the sign with the
15 little squares that's depicted in No. 5, did you at the
16 same time make an identical sign for the Rosecrans
17 location?

18 A. No. I did everything first in Rosecrans.

19 Q. I'm just asking you about the sign. Did you
20 make --

21 A. First it was Rosecrans.

22 Q. What sign did you make at Rosecrans?

23 A. The menu ones. And I would hang the sign
24 wherever I was able to.

25 Q. Now, you indicated before that the sign in

1 Exhibit 5 got knocked down by wind.

2 Do you remember that?

3 A. Yes.

4 Q. Did that happen at Rosecrans too?

5 A. There's no wind here in San Diego.

6 Q. Do you have any specific recollection of any
7 specific sign that you made for the Rosecrans location
8 that had the words "Muy Bueno" or "Es Muy Bueno"?

9 A. The one on the roof.

10 Q. What year was that?

11 A. I don't remember. Myself and a friend made
12 it.

13 Q. Who was the friend?

14 A. A friend from Tecate, Ricardo Rivas.

15 Q. Are you still friends with him?

16 A. Yes.

17 Q. At the time that you made that sign at the
18 Rosecrans restaurant, who owned the Rosecrans
19 restaurant?

20 A. I don't remember.

21 MS. ARMENTA: I have no further questions.

22 MR. SANDSTRUM: Interpose an objection. Vague
23 and ambiguous.

24 Let's take a quick five-minute break.

25 (Recess taken.)

1 MR. SANDSTRUM: Let's go on the record.

2 The original deposition will be sent to my
3 office as soon as you can, and then I will forward it
4 off to the witness. Actually, strike that.

5 We're waiving signing before a notary or a
6 person who's authorized to administer an oath. And
7 we're waiving signing requirements by this witness,
8 reading and signing requirements for this witness.
9 We're waiving having to put the exhibits in a sealed
10 envelope at this point in time and send it to the
11 Trademark Trial and Appeals Board. And we are
12 stipulating to the fact that to the extent there are
13 Code of Federal Regulations or Trademark Office rules
14 that we're not complying with with respect to the
15 transcript, that we have the right to amend and make
16 sure they are in compliance.

17 MS. ARMENTA: Let me stipulate with the
18 following caveat. Let me make clear that that
19 stipulation applies to all Spanish-speaking witnesses
20 who have used an interpreter in these proceedings; and,
21 secondly, if Counsel identified any transcription errors
22 or any issues in transcription that Counsel will bring
23 that to the attention of either the witness or the
24 witness's counsel so that we can engage an interpreter
25 to go over that particular part of the testimony; and

1 that the witness retains the right, if it's brought to
2 their attention, to address potential errors in
3 transcription.

4 MR. SANDSTRUM: Okay. I'll stipulate with the
5 caveat that the Trademark rules are clear that material
6 changes in testimony are improper and won't be
7 permitted.

8 MS. ARMENTA: You can't stipulate to do away
9 with the rules.

10 MR. SANDSTRUM: Absolutely.

11 MS. ARMENTA: So stipulated.

12 (Proceedings concluded at 9:56 a.m.)

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1 STATE OF CALIFORNIA)
)
2 COUNTY OF SAN DIEGO)

3

4 CERTIFICATE OF PERSON READING
5 DEPOSITION TO WITNESS

6

7 I, _____, whose address is

8

9 _____, do hereby certify that on the

10 _____ day of _____ 20__, I did

11 translate the within deposition from English into the

12 Spanish language, reading same to the witness in his

13 native tongue to the best of my ability;

14 THAT all corrections and changes requested by

15 the witness were made and initialed by the witness;

16 THAT upon completion of said reading, the

17 witness did confirm to me that he understood the

18 reading.

19

20 Dated this _____ day of _____

21 20__ at _____,

22

23 (Signature waived.)

24 _____
SIGNATURE OF READER/INTERPRETER

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I, BENITO SANTANA LEE, hereby declare under penalty of perjury that the foregoing is my deposition under oath; that these are the questions asked of me and my answers thereto; that I have read my deposition and have made corrections, additions, or changes that I deem necessary.

DATED this _____ day of _____ 200__.

(Signature waived.)

BENITO SANTANA LEE

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN DIEGO)

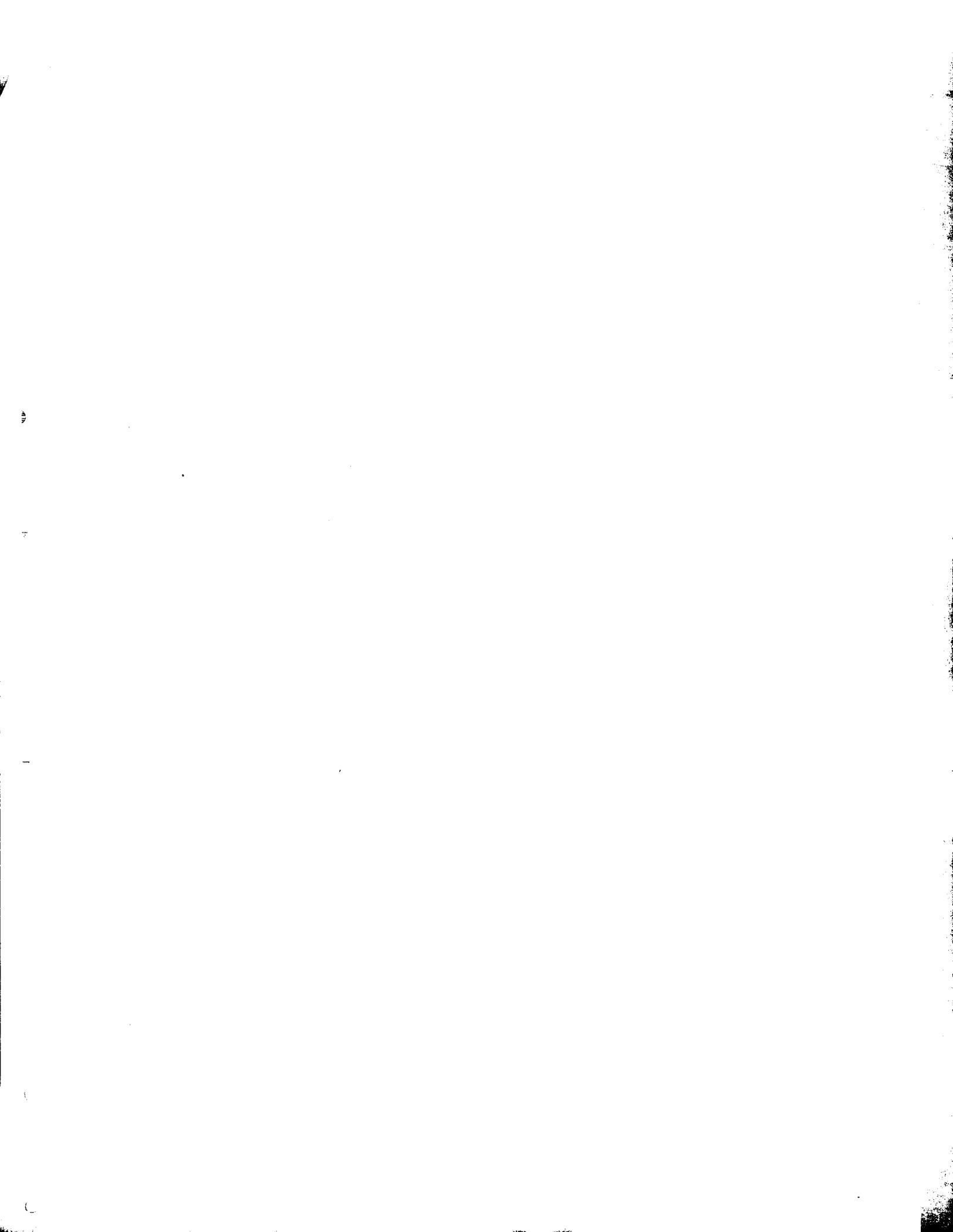
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I, Vivian R. Weiss, RPR, a Certified Shorthand Reporter for the State of California, do hereby certify that the witness in the foregoing proceeding was by me duly sworn; that the proceeding was then taken before me at the time and place herein set forth; that the testimony and proceedings were reported stenographically by me and later transcribed by computer-aided transcription under my direction; that the foregoing is a true record of the testimony and proceedings taken at that time.

I further certify that I am a disinterested person and that I am in no way interested in the outcome of said action.

IN WITNESS WHEREOF, I have subscribed my name this 16th day of April 2008.


Vivian R. Weiss, RPR, CSR No. 12380





... Es Muy Bueno

Benito Santana Lee
Respondent's Ex. 28
Gallego v Santana's
4/4/08 - 1 pg
V.R. Weiss, CSR