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

Proceeding	92053501
Party	Defendant Del Taco, LLC
Correspondence Address	APRIL L BESL DINSMORE SHOHL LLP 255 EAST FIFTH STREET CINCINNATI, OH 45202 UNITED STATES april.besl@dinsmore.com
Submission	Defendant's Notice of Reliance
Filer's Name	April L Besl
Filer's e-mail	april.besl@dinsmore.com
Signature	/april l besl/
Date	01/15/2014
Attachments	Notice of Reliance - 3rd ROAs.pdf(8136 bytes) Third Supplement to RFA.pdf(515761 bytes)

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

CHRISTIAN M. ZIEBARTH,

Petitioner,

vs.

DEL TACO LLC

Respondent.

Reg. No. 1,043,729
Cancellation No. 92053501

RESPONDENT DEL TACO LLC'S NOTICE OF RELIANCE

Pursuant to Rule 704.09 of the Trademark Trial and Appeal Board Manual of Procedure and 37 CFR § 2.120(j), Respondent Del Taco LLC ("Del Taco"), by its counsel, hereby gives notice that Del Taco offers into evidence and will rely on the attached Petitioner's Rule 26(e) Supplemental Responses to Respondent's First Set of Requests for Admission, Set No. One.

Respectfully Submitted,

Dated: January 15, 2014

/ April L Besl /

April L. Besl
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent by certified first-class mail, with courtesy copy via email, on this 15th day of January, 2014, to Kelly K. Pfeiffer, Amezcua-Moll Associations PC, Lincoln Professional Center, 1122 E. Lincoln Ave. Suite 203, Orange, CA 92865.

/ April L Besl /

April L Besl

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CHRISTIAN M. ZIEBARTH,

Petitioner,

vs.

DEL TACO LLC

Respondent.

Reg. No. 1,043,729

Cancellation No. 92053501

**PETITIONER'S RULE 26(e) SUPPLEMENTAL RESPONSES TO RESPONDENT'S
FIRST SET OF REQUESTS FOR ADMISSIONS, SET NO. ONE**

Pursuant to the Rules of Practice of the United States Patent and Trademark Office, and Rules 26(e) of the Federal Rules of Civil Procedure ("FRCP") and the Trademark Trial and Appeal Board Manual of Procedure ("TBMP"), Christian M. Ziebarth ("Petitioner") hereby supplements its responses to Del Taco, LLC's ("Respondent") First Set of Request for Admissions ("Requests" or "Request") as set forth below.

GENERAL OBJECTIONS TO INTERROGATORIES

Petitioner maintains all previously stated General Objections to Respondent's Request for Admissions which are incorporated by reference in response to each Admission set forth below and are not waived with respect to any response.

SUPPLEMENTAL RESPONSES TO RESPONDENT'S

FIRST SET OF REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSION NO. 1:

Petitioner is not currently offering any products under Petitioner's NAUGLES Mark.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 1:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents.

Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 2:

Petitioner has not previously offered any products under Petitioner's NAUGLES Mark.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 2:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 3:

Petitioner is not currently offering any services under Petitioner's NAUGLES Mark.

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SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 3:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 4:

Petitioner has not previously offered any services under Petitioner's NAUGLES Mark.

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SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 5:

Petitioner was not offering cafeteria and restaurant services under Petitioner's NAUGLES Mark as of May 17, 2010.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Petitioner incorporates by this reference its General Objections to Respondent's Admission Requests as if set forth fully herein. Petitioner maintains any and all Objections to this Admission Request stated in its original response to this Admission Request as if set forth fully herein. Petitioner further objects to this Admission Request on the grounds that it is vague, ambiguous, unduly burdensome and overly broad. Petitioner also objects that this Admission Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence because information and materials regarding Petitioner's use or intended use of the mark NAUGLES is irrelevant in a cancellation action based on the claims and defenses submitted in connection with Respondent's abandonment of the NAUGLES mark. Fed. R. Civ. P. 26(b)(1) ("Parties may obtain discovery regarding any matter, not privileged, that is relevant to the claim or defense of any party"); T.B.M.P. § 402.01 ("While the scope of discovery is therefore somewhat broad, parties may not engage in 'fishing expeditions' and must act reasonably in framing discovery requests."); *see also Nirvana, Inc. v. Nirvana for Health Inc.*, 2010WL5099662, f.4 (T.T.A.B., Dec. 1, 2010) (non precedential) (stating that the nature and extent of petitioner's use of its mark is irrelevant in connection with petitioner's claim of abandonment of respondent's mark). As set forth in these objections, Petitioner maintains that this Admission Request is outside the allowable scope of discovery in this proceeding.

Accordingly and without waiving said objections, Petitioner has a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark and has taken the following steps in support of said intention in addition to filing the instant Petition to Cancel, on or about December 20, 2010 based on Respondent's non-use of the mark in commerce since 1995. Respondent closed the last Naugles Restaurant in 1995 in connection with their business scheme

to convert Naugles Restaurants to Del Tacos. Respondent has not used the mark in commerce on the services identified in Registration No. 1,043,729, namely, restaurant services since this time; however, Respondent filed a renewal of this registration on July 8, 1996 and Section 8 & 15 Affidavits on May 18, 2006 presenting a photo of an old Naugles Restaurant sign that no longer exists. Respondent declared that they are still using the mark on the goods identified in the registration, even though no restaurant services were offered since closing the last Naugles some 16 years earlier, and even though Respondent expressly stated in a document named “Franchise Offering Circular,” “We no longer offer restaurants under the name of Naugles.” (Item 1, Page 1; file name UFOC 3/2004). Del Tacos also identifies and lists what it categorizes as “Primary Trademarks” and the Naugles trademark is NOT listed as a Primary Trademark. (Item 13 “Trademarks”, Page 20; file name UFOC 3/2004). Further, in a document named “Marketing Meeting – Reno, September 15, 1995” it states “Flyers to hand out announcing the closure of Naugles.”

Additionally, Petitioner filed an intent-to-use trademark application on or about May 17, 2010, Serial No. 85040746; therefore, Petitioner is not required to offer any products or services as of the filing of this trademark application, but must have only a bona fide intention to do so. Since 2009, Petitioner has engaged in extensive research on reviving the Naugles chain, including meeting with attorneys regarding adopting and using the Naugles trademark; meeting with Del Tacos’ PR Representative Barbara Caruso, APR Caruso Communications in or around September 2009 to discuss reviving the brand; partnering with Jeff Naugle and engaging in discussions with other Naugle family members regarding the brand; recreating and testing original Naugles menu items; marketing and surveying revival of Naugles Restaurant through online blogs, facebook and Twitter pages; and securing the domain name “nauglestacos.com.”

Moreover, Petitioner has provided preview meals, scouted potential locations for restaurants and met with potential investors and restaurant consultants. Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 6:

Petitioner is not currently offering cafeteria and restaurant services under Petitioner's NAUGLES Mark.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to

develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 7:

Petitioner has not entered into any licensing agreements with third parties in connection with Petitioner's NAUGLES Mark.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to

develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 8:

Petitioner has not obtained any loans necessary to finance the manufacturing, sale and distribution of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

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REQUEST FOR ADMISSION NO. 9:

Petitioner has not entered into a partnership to finance the manufacturing, sale and distribution of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 10:

Petitioner has not raised any funds to finance the manufacturing, sale and distribution of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 11:

Petitioner has not created any marketing plans for Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO.12:

Petitioner has not made any monthly expenditures to date for the purpose of manufacturing or preparing to manufacture Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 13:

Petitioner has not conducted any consumer testing with respect to Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 14:

Petitioner has not conducted any market testing with respect to Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 15:

Petitioner has not conducted any consumer testing with respect to Petitioner's NAUGLES Mark.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 16:

Petitioner has not conducted any market testing with respect to Petitioner's NAUGLES Marks.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 17:

Petitioner has not entered into any contracts with third parties for manufacturing of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 18:

Petitioner has not entered into any contracts with third parties for ingredients to be used in Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 19:

Petitioner has not entered into any contracts with third parties for shipping of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 20:

Petitioner has not entered into any contracts with third parties for the sale of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 20:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 21:

Petitioner has not entered into any contracts with third parties to operate cafeterias offering Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 21:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 22:

Petitioner has not entered into any contracts with third parties for operate restaurants offering Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 22:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 23:

Petitioner has not entered into any contracts with third parties for locations where Petitioner's NAUGLES Products will be offered.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 23:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 24:

Petitioner has not entered into any contracts with third parties for marketing of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 24:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 27:

Petitioner has not entered into any negotiations with third parties for shipping of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO. 27:

Petitioner has not entered into any negotiations with third parties for shipping of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 28:

Petitioner has not entered into any negotiations with third parties for the sale of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 28:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 29:

Petitioner has not entered into any negotiations with third parties to operate cafeterias offering Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 30:

Petitioner has not entered into any negotiations with third parties to operate restaurants offering Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 30:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 31:

Petitioner has not entered into any negotiations with third parties for locations where Petitioner's NAUGLES Products will be offered.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 31:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO. 32:

Petitioner has not entered into any negotiations with third parties for marketing of Petitioner's NAUGLES Products.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 32:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

REQUEST FOR ADMISSION NO. 35:

All posts by "ChristianZ" at the domain name <http://www.mexfoodla.com/> are by Petitioner.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 35:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO. 40:

All posts by "ChristianZ" at the domain name <http://ocfoodblogs.blogspot.com/> are by Petitioner.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 40:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO. 52:

Petitioner has not discussed Petitioner's NAUGLES Mark on <http://ocmexfood.blogspot.com/>.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 52:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

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REQUEST FOR ADMISSION NO. 57:

Petitioner has not discussed Petitioner's NAUGLES Mark on <http://christianziebarth.com/>.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 57:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Admit.

REQUEST FOR ADMISSION NO. 62:

Petitioner has not discussed Petitioner's NAUGLES Mark on <http://www.facebook.com/ocmexfood?v=wall>.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 62:

Petitioner incorporates by this reference its General Objections to Respondent's Admissions as if set forth fully herein. Petitioner maintains any and all Objections to this Request for Admission stated in its prior responses as if set forth fully herein.

Accordingly and without waiving said objections, Petitioner continues to have a bona fide intention to offer restaurant and cafeteria services under the NAUGLES mark. On or about March 21, 2012, Petitioner entered into a general partnership with Josh Maxwell and Daniel Dvorak to provide additional funding and to continue plans to open Naugles restaurants. Under California law, no agreement or filing is required and none has been memorialized in writing to

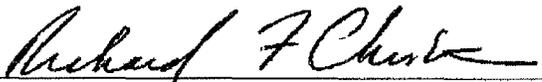
date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

DATED this 28th day of September, 2012.

Respectfully submitted,

RICHARD F. CHRISTESEN, ESQ.
ATTORNEY AT LAW


Richard F. Christesen
Attorneys for Petitioner

Christian M. Ziebarth, Petitioner

date. Petitioner created an Operational Information Request and detailed Naugles Business Plan outlining Petitioner's Naugles Restaurants business which were provided to Respondent on or about June 7, 2012 and July 9, 2012, respectively.

Petitioner has provided preview meals under the Naugles mark. On or around March 20, 2012, Petitioner catered lunch at his place of employment serving Naugles menu items and created a Naugles menu for the lunch. On or around July 25, 2012, Petitioner served burritos to the Gringo Bandito Hot Sauce Company as a potential vendor in connection with its Naugles products. Petitioner continues to prepare preview meals, scout locations, develop its menu, ingredients, products, and marketing, continues to hold regular meetings, and continues to develop the Naugles Restaurant concept as outlined in its Business Plan and Operational Information Request documents. Subject to the above, Deny.

DATED this 28 day of September, 2012.

Respectfully submitted,

RICHARD F. CHRISTESEN, ESQ.
ATTORNEY AT LAW

Richard F. Christesen
Attorneys for Petitioner



Christian M. Ziebarth, Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing **PETITIONER'S RULE 26(e) SUPPLEMENTAL RESPONSES TO RESPONDENT'S FIRST SET OF REQUESTS FOR ADMISSIONS, SET NO. ONE** was sent by *U.S. Mail*, on this 28 day of September, 2012, to the party below:

April L. Besl
Joshua A. Lorentz
DINSMORE & SHOHL LLP
255 East Fifth Street
Cincinnati, Ohio 45202
(513) 977-8527-direct
(513) 977-8141-fax
april.besl@dinslaw.com
Attorneys for Respondent
Del Taco LLC

/s Richard F. Christesen/