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

Proceeding	92057023
Party	Defendant John "Giovanni" Aragona
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of Trademark Registration No. 4220686
Mark: GIOVANNI'S ALOHA FOODS
Registration Date: October 9, 2012

In the matter of Trademark Registration No. 4224400
Mark: GIOVANNI'S SCAMPI MARINADE
Registration Date: October 16, 2012

In the matter of Trademark Registration No. 4232569
Mark: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
Registration Date: October 30, 2012

In the matter of Trademark Registration No. 4248595
Mark: GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
Registration Date: November 27, 2012

LUCKYU ENTERPRISES, INC.,

Petitioner,

vs.

Cancellation No.: 92057023

JOHN "GIOVANNI" ARAGONA,

Registrant.

DEPOSITION OF JOHN ARAGONA

DATE TAKEN: DECEMBER 11, 2014
TIME: 10:10 a.m. to 1:35 p.m.
PLACE: SCLAFANI WILLIAMS COURT REPORTERS
1800 SECOND STREET, SUITE 875
SARASOTA, FLORIDA 34236

Stenographically Reported by:
Kelly M. Deglman

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1 THEREUPON,

2 JOHN ARAGONA,

3 the deponent herein, being first duly sworn, was

4 examined and testified as follows:

5 MR. MULLARKEY: Mr. Aragona, can you speak up?

6 It's a little hard to hear.

7 THE WITNESS: Sure. How's that?

8 MR. MULLARKEY: That's better right there.

9 THE WITNESS: You got it.

10 MS. PITTS: My name is Jamie Pitts for
11 respondent in this proceeding, Mr. John Aragona.

12 Good morning, Mr. Aragona, how are you?

13 THE WITNESS: I'm fine. How are you?

14 MR. MULLARKEY: Sorry, Jamie. Can I just
15 introduce myself on the record?

16 MS. PITTS: Yes, please.

17 THE WITNESS: Hi, I'm Daniel Mullarkey
18 representing petitioner, LuckyU Enterprises.

19 MS. PITTS: Sorry about that, Dan.

20 DIRECT EXAMINATION

21 BY MS. PITTS:

22 Q Okay. So I'm going to ask you a series of
23 questions this morning related to the petition for
24 cancellation filed at the trademark trial and appeal
25 board.

1 I'd ask you to listen carefully to my
2 questions. If you don't understand anything, please let
3 me know. I'd be happy to rephrase it.

4 A Okay.

5 Q Otherwise, I'll assume that you understand the
6 question. The court reporter is here to take down all
7 verbal answers so I'd ask you to respond verbally,
8 rather than nod or shake.

9 I want to remind you that your testimony is
10 under oath, so I'd ask you to answer truthfully and
11 completely.

12 Let's see. I think that's it. Have you
13 been -- let's see. Okay. If we could go to the exhibit
14 list and Exhibit 1, the Amended Notice of Deposition.

15 A Yes, I'm looking at that right now.

16 MS. PITTS: Go ahead and introduce that.

17 (Exhibit No. 1 marked for identification.)

18 MS. PITTS: And now Number 2.

19 (Exhibit No. 2 marked for identification.)

20 MS. PITTS: Let me know when you're ready.

21 THE WITNESS: I'm ready.

22 MS. PITTS: With all of these as soon as you
23 have them in front of you, just let me know.

24 BY MS. PITTS:

25 Q All right. So what are we looking at here?

1 MR. MULLARKEY: Objection. Form.

2 BY MS. PITTS:

3 Q All right. On the first page, John, can you
4 tell me what that is?

5 A It says Giovanni's Original White Shrimp
6 Truck. It's a sign that I made.

7 Q Okay. And on the second page?

8 MR. MULLARKEY: Objection. Form.

9 A The second page is a picture of my original
10 truck that I had in Hawaii.

11 Q And the third page?

12 A I don't know whose truck that is but my sign's
13 on top of it.

14 MS. PITTS: Okay. All right. Can we go to
15 Number 3.

16 THE WITNESS: Yes, ma'am, I'm there.

17 (Exhibit No. 3 marked for identification.)

18 BY MS. PITTS:

19 Q We are looking at the Petition for
20 Cancellation?

21 A Yes, that's correct.

22 Q If you could turn to--

23 MR. MULLARKEY: Jamie, hold on. Where are we?

24 MS. PITTS: Number 3, the petition.

25 MR. MULLARKEY: Hold on. The order you've

1 given these to me are not -- they're not in the
2 order that you're going right now.

3 MS. PITTS: I'm sorry about that. I thought
4 they were. Do you want me to resend a separate
5 document?

6 MR. MULLARKEY: That would be better.

7 MS. PITTS: I'll do that right now.

8 COURT REPORTER: Would you like to go off the
9 record or should we stay on?

10 MS. PITTS: Yes, please.

11 MR. MULLARKEY: Go off the record. Thanks.

12 (Off the record.)

13 BY MS. PITTS:

14 Q If you could turn to Exhibit -- Appendix A of
15 the Petition for Cancellation.

16 A Appendix A -- that's obviously not the first
17 page; right?

18 Q What?

19 A It's certainly not the first page; right? I
20 got it, Appendix A.

21 Q (Inaudible.)

22 A I didn't hear you. Say it again.

23 Q We discussed this document at your prior
24 deposition. I just wanted to go through it with you
25 again one more time. When you entered into this

1 agreement--

2 MR. MULLARKEY: Objection. Form.

3 MS. PITTS: I haven't finished asking the
4 question.

5 BY MS. PITTS:

6 Q The intent when you decided -- when you
7 decided to sell the truck to Troy, what were your plans
8 after doing so?

9 MR. MULLARKEY: Objection. Form.

10 A My intention was to open up a bottling company
11 in Hawaii after I sold the truck and to sell those
12 bottles to stores and vendors, whoever I could.

13 Q Did you have any other plans for the mainland?

14 A Yes, we were talking about franchising in the
15 mainland but we had a time constraint on doing some
16 stuff.

17 We could do it in the mainland. We couldn't
18 do anything like that in Hawaii. We could open up the
19 bottling company however. The franchising was our plan
20 in the mainland.

21 Q Okay. If you could turn -- the pages aren't
22 numbered but if you could turn to Paragraph Number 3,
23 Contingencies, please.

24 A Paragraph 3, the Asset Purchase Agreement?

25 Q Paragraph 3 of the Asset Purchase Agreement.

1 A Yeah, that's what's on Number 3.

2 Q If you could look at Section A. Can you tell
3 me why this was put into the contract?

4 MR. MULLARKEY: Objection. Form.

5 BY MS. PITTS:

6 Q Can you please tell me what this Paragraph A
7 is about?

8 A Paragraph A, I'm trying to find it. It says
9 true and accurate copy of the agreement is annex here
10 onto Appendix A. Is that where I'm supposed to be?

11 Q You're supposed to be looking at the Asset
12 Purchase Agreement, Paragraph Number 3.

13 A Okay. This says, Number 3, the Asset Purchase
14 Agreement also contemplated a future arm's length
15 supplier relationship, whereby petitioner would obtain--

16 Q No, no. You're looking at still Page 1. Turn
17 the page.

18 A Okay, I did.

19 Q And two pages back.

20 A Okay.

21 Q And then you'll see a Number 3 in the middle
22 of the page.

23 A Jamie, either I'm confused or I can't find it.
24 I see 3, 4, 5. These are all paragraphs.

25 Q You don't see a paragraph -- the obligation of

1 buyers under this agreement are contingent on?

2 A If I go to Exhibit 3, how many pages do I have
3 to turn to get to where you're telling me?

4 I'm looking at Exhibit 3, it says Petition of
5 Cancellation. This next page says subject to
6 cancellation, grounds for cancellation. Then the next--

7 Q I'm talking about Page 3 of the Asset Purchase
8 Agreement.

9 A Page 3. Is that the one that has a picture of
10 the truck and the sign on the bottom?

11 Q No, the Asset Purchase Agreement at the back
12 of the petition.

13 A Okay. I think I got it now. That's further
14 back in this stuff here. It's in a darker print; is
15 that correct?

16 Q Yes.

17 A Okay. Asset Purchase Agreement. What do you
18 want me to go to now? Paragraph 3, Contingencies?

19 Q I thought we were already there. I need you
20 to identify what this is.

21 MR. MULLARKEY: Objection. Form.

22 A Asset Purchase Agreement and then I'm on
23 Number 3, which says Contingencies.

24 Q Right.

25 A And it says the obligations of the buyer under

1 this agreement are contingent upon the following being
2 met on the dates specified. Is that where you want me
3 to be?

4 Q Yes, exactly.

5 A Okay.

6 Q Can you tell me what the purpose of including
7 the leases in the Asset Purchase Agreement was?

8 MR. MULLARKEY: Objection. Form. Foundation.

9 A The lease agreement was contingent on him
10 taking over the lease of that property and that was due
11 to the Kahuku, whatever they were, the people that were
12 the leaseholders of that property.

13 Q Okay. And did you speak to the landlord or
14 the leaseholder of the property around this time?

15 MR. MULLARKEY: Objection. Form.

16 A Yes.

17 Q John?

18 A You didn't hear me answer? Say the question
19 again.

20 Q Did you speak to the landowner about this
21 agreement around this time?

22 A Yes, I did.

23 Q And what was his feeling about the transfer?

24 MR. MULLARKEY: Objection. Form.

25 A He ranted that the lease would be transferred

1 to them based on these contingents.

2 Q The landowner did?

3 A The agreement was that it is also contingent
4 on buyer obtain a three-year lease for the Kahuku site
5 and the lease terms for said site being a monthly rent
6 of whatever, \$800.

7 But we couldn't do anything with that property
8 unless the leaseholder agreed upon it so that's why we
9 had to do it that way.

10 Q And did the leaseholder agree upon the
11 transfer?

12 MR. MULLARKEY: Objection.

13 A Yes.

14 Q If you'll flip another page back.

15 A Going forward another page or should I go
16 backwards?

17 Q Go backwards another page.

18 A Okay.

19 Q Flip the page over.

20 A I just went back one page. Is that what you
21 want me to do or do you want me to go forward like I'm
22 reading a book?

23 Q Will you go to the very back of the agreement
24 where the list of inventory items are.

25 A Okay. I will work my way there. Okay. I

1 have Exhibit A, Inventory.

2 Q Okay. Let's look on this page. It mentions a
3 couple of signs?

4 A Yes.

5 Q Tell me what those signs say.

6 MR. MULLARKEY: Objection.

7 A The sign says, I believe, what we discussed.
8 It was the original white shrimp truck was the sign I
9 painted and built.

10 Giovanni's Original White Shrimp Truck, that
11 was the sign that was part of the sale. It went with
12 the inventory.

13 Q And then if you turn another page to the last
14 page of the -- of that exhibit.

15 A Okay. I'm on the last page.

16 Q The last page (inaudible).

17 A Say again, I'm sorry.

18 Q The last page of the list in the contract.

19 A Yes.

20 Q Okay. And the last item on the list -- what
21 is that?

22 MR. MULLARKEY: Objection. Form.

23 A You're talking about the last item of
24 inventory on the list; is that correct?

25 Q Yes.

1 A Looks like a metal grease container.

2 Q One page up. Sorry.

3 A Large Giovanni's wooden sign.

4 Q Okay. Can you tell me about that please?

5 A That's the sign we were originally talking
6 about, the Original White Shrimp Truck.

7 Q Can you turn back to Exhibit 2, the photos.

8 A All right. I'm at the photos.

9 Q Please tell me the photos in Exhibit 2, are
10 there any differences between what is -- what is
11 included on the photos in the pictures in Exhibit 2 and
12 what was included on the signs in this Asset Purchase
13 Agreement?

14 MR. MULLARKEY: Objection. Form.

15 A The Giovanni's Original White Shrimp Truck is
16 in the inventory list and that's the same sign. The
17 picture of the truck is exactly the truck that he
18 purchased.

19 The other sign on top of the white pickup
20 truck with all kinds of graffiti on it, I don't know
21 whose truck that is but that sign is mine. Those are
22 the three pictures in Exhibit 2.

23 Q Thanks, John. If you could go back a few
24 pages to Appendix B of the Petition for Cancellation.

25 A Back to Exhibit 3; is that correct?

1 Q Appendix B of the Petition of Cancellation on
2 Exhibit 3.

3 A Petition for Cancellation; is that where you
4 want me to be?

5 Q Yes.

6 A Okay, I'm there.

7 Q Then go back to Appendix B in the very back.

8 A Did you say D?

9 Q "B" as in boy.

10 A All right. I'm at Appendix B.

11 Q Please identify what you're seeing at
12 Exhibit B?

13 A It says, Number 19 Registrant, website also
14 prominently features customer comments about registrant
15 which relay -- refer to petitioner shrimp truck business
16 such as the following statements.

17 Q No, no. Okay. Let's keep on with that now.
18 You're -- what page are you on of the petition?

19 A Number 5, that's the first time I could see
20 Appendix B. That's why I stopped there.

21 MS. PITTS: Is there a clicking noise that you
22 guys are hearing?

23 THE WITNESS: I'm hearing that, yes. I don't
24 know what that is.

25 MR. MULLARKEY: I'll move my mouse to the

1 other side.

2 BY MS. PITTS:

3 Q Okay. Number 19, the putative customer
4 comments, do you know where those came from?

5 MR. MULLARKEY: Objection. Form.

6 Q John?

7 A Yes, I'm reading what it says. It says our
8 friends told us to stop at the White Shrimp Truck in
9 Kahuku. We're glad we did. We really enjoyed dining
10 there. So it came from word of mouth and also via our
11 website.

12 Q Okay. And how long have you been using these
13 comments on websites?

14 MR. MULLARKEY: Objection. Form.

15 A Well, we have testimony on our website from
16 Hawaii that we have transferred to our new website
17 because they were our testimonies.

18 Q Okay. In the back of the petition -- never
19 mind; we can come back to that.

20 MS. PITTS: Let's go to Exhibit 4 please.

21 THE WITNESS: That's the one with the first
22 page is a shopping cart; correct?

23 MS. PITTS: That's correct.

24 THE WITNESS: Okay. There I am. I'm there.

25

1 MS. PITTS: Okay.

2 (Exhibit No. 4 marked for identification.)

3 BY MS. PITTS:

4 Q Can you go to--

5 MR. MULLARKEY: Jamie, can you hold on one
6 second so I can get there?

7 MS. PITTS: Sure.

8 MR. MULLARKEY: This is JA000290?

9 THE WITNESS: Correct.

10 MR. MULLARKEY: I'm there.

11 BY MS. PITTS:

12 Q If you could go to Page 4 of 5, John.

13 A Okay. I'm at Page 4 of 5.

14 Q First of all, have you seen this article
15 before?

16 A Yes, I have.

17 Q When this article was written and if you look
18 at the top, the date's up there, 1996; what were you
19 selling at that point?

20 MR. MULLARKEY: Objection. Form.

21 A What I've always sold, the hot and spicy
22 shrimp, the scampi marinade, hot dog, and soft drinks.

23 Q All right.

24 A And by the way, there was a third shrimp plate
25 in garlic. It just wasn't selling that much, so I don't

1 think about it that often but it was in there. It was
2 three plates of shrimp.

3 Q Is this the kind of publicity that you -- were
4 you aware of this article being written back in 1996?

5 A I remember seeing it. As far as me soliciting
6 to get it as advertising, no, I did not.

7 We had a lot of free advertising via the
8 newspaper and magazines and other sources that just
9 showed up, and we were very grateful for them.

10 Q Why do you think that was?

11 A I think it was because we had a great product
12 and we had an awful lot of people showing up from
13 different parts of the country and different media
14 sources, and they just liked what they saw and tasted
15 and wrote about it.

16 Q Okay. The article which is Giovanni's Hot and
17 Spicy Shrimp, has that -- has the product they're
18 referring to -- has the food that they're referring to
19 ever been referred to as anything else?

20 A No.

21 MR. MULLARKEY: Objection. Form.

22 Q By you?

23 A No, the name has always been the same,
24 Giovanni's Hot and Spicy "We Really Mean It" or "We
25 Really Mean It" Hot and Spicy. I'm not sure exactly. I

1 don't have the label in front of me, but that's what we
2 used to have on there.

3 MS. PITTS: If you could turn to Exhibit 5,
4 please.

5 THE WITNESS: Exhibit 5, I'm looking at it.

6 (Exhibit No. 5 marked for identification.)

7 BY MS. PITTS:

8 Q Please identify what this document is.

9 A Document what? Say it again.

10 Q Please identify what this document is.

11 A It's a lease agreement.

12 Q And who are the parties here?

13 A It's KVA. GSA [sic] has requested KVA -- I
14 think KVA was the Kahuku something association and
15 Giovanni's Aloha Shrimp, a license to operate a roadside
16 lunch wagon for such license area and to use the
17 structure located within the leasing area for storage
18 and employee restroom purposes. That's the first
19 paragraph or two right there.

20 Q When did you enter into this agreement?

21 A December of 1977.

22 Q Sorry. When did you enter into -- 1977 or
23 1997?

24 A 1997, I'm sorry. This license agreement made
25 this 9th day of December, 1997, but effective as of

1 July 1, 1997, effective date, by the Kahuku Village
2 Association.

3 Q Why were you included in this agreement?

4 MR. MULLARKEY: Objection. Form.

5 A Well, because the lease was originally in my
6 name and I guess they wanted me to be included in it.

7 Q Okay. Do you remember any conversations you
8 had with the landowner about the lease transfer?

9 MR. MULLARKEY: Objection. Form.

10 A No, I don't remember. Too far back.

11 MS. PITTS: Okay. If we could go to
12 Exhibit 6?

13 THE WITNESS: Okay. It's the Application for
14 Registration of Trademark.

15 (Exhibit No. 6 marked for identification.)

16 BY MS. PITTS:

17 Q Okay. And can you tell me...

18 A I was the applicant.

19 MR. MULLARKEY: Objection.

20 BY MS. PITTS:

21 Q Do you remember filing this application?

22 A Absolutely. I signed it.

23 Q Why was it filed?

24 A For registry of a trademark, for my trademark.
25 I wanted to protect the name.

1 Q Okay. And was this trademark ever
2 transferred?

3 A Never.

4 MR. MULLARKEY: Objection. Form.

5 BY MS. PITTS:

6 Q Was it ever your intent to transfer this
7 trademark?

8 A Never.

9 Q All right. And what's the trademark -- in
10 this application, what was it a trademark for?

11 A Giovanni's Aloha Shrimp marinade and sauces.
12 At that particular time that was labels on packaging and
13 bottles.

14 MS. PITTS: All right. If we can turn to the
15 amendment to the asset purchase agreement,
16 Exhibit 7.

17 THE WITNESS: Okay. I gotta go back now.

18 MS. PITTS: No, it's just Exhibit 7.

19 THE WITNESS: Exhibit 7, okay. I'm sorry. I
20 misunderstood you. Okay. The first asset
21 agreement, purchase agreement, yes, I got it.

22 (Exhibit No. 7 marked for identification.)

23 BY MS. PITTS:

24 Q Okay. Can you identify what this document is?

25 MR. MULLARKEY: Objection. Form.

1 A Can I identify it, yes, I can. It's the asset
2 agreement, purchase agreement that I did between myself
3 and the purchaser.

4 Q How did it amend -- how did it change the
5 original agreement you signed with petitioner?

6 MR. MULLARKEY: Objection. Foundation. Form.

7 A How did it change? There was an amendment to
8 this agreement later on with Attorney Sonson. That's
9 the only thing that I can think of right now.

10 Q Exhibit Number 7, are you looking at the First
11 Amendment of Asset Purchase Agreement?

12 A Yes, I am. November 7, 1977. Whereas the
13 seller and the buyer lessee agreement to amend the
14 agreement to change seller's contingencies designated
15 under Paragraph 3A.

16 I don't know what you want me to -- I don't
17 know the question actually.

18 Q Okay. Let's start with why did you go -- who
19 drafted this agreement?

20 MR. MULLARKEY: Objection. Form.

21 A Alex Sonson is who drew this agreement up.

22 Q When you went to Sonson to get this amendment,
23 do you remember why it was necessary?

24 MR. MULLARKEY: Objection. Form.

25 A Well, I wanted to protect my trademark and I

1 wanted to make sure that -- it was predominately about
2 the trademark.

3 We wanted to make sure we had the name and
4 that we were protected with the name, the licensing
5 agreement on it.

6 Q Okay. If you look at Paragraph 1, Landlord's
7 Consent and Assignment Contingency.

8 A Under asset purchase, is that what you're
9 telling me to look at right under witness?

10 Q And then go to Number 1.

11 A The paragraph Number 1, is that what you're
12 telling me to look at?

13 Q Yes, it's got a Number 1 on it.

14 A I see what you're saying. Where it says,
15 Landlord Consent and Assignment Contingency?

16 Q Right.

17 A Okay. What do you want to know about it?

18 Q Can you please read over that.

19 A Seller and buyer hereby agree that the
20 contingency required the--

21 MR. MULLARKEY: Can you ask a question please?

22 MS. PITTS: I meant for him to read to himself
23 so I could ask him questions related to it.

24 THE WITNESS: Can I go on or what?

25

1 BY MS. PITTS:

2 Q Are you good with your review of Paragraph 1?

3 A Yes.

4 Q Why -- do you remember why this was put into
5 this agreement?

6 MR. MULLARKEY: Objection. Foundation. Form.

7 A It says the consent of the landlord, Campbell
8 Estates, cannot be obtained and as such buyer has agreed
9 to be added onto the current lease with the seller.

10 Q All right. What was your understanding about
11 how this agreement changed the prior agreement between
12 you and petitioner, the Asset Purchase Agreement?

13 MR. MULLARKEY: Objection. Form. Foundation.

14 A From what I'm reading, the Campbell Estates
15 wanted the buyer as agreed to be added onto the current
16 lease with the seller.

17 Q Okay. Number 2, Paragraph 2?

18 A Okay, Paragraph 2, Trademark Contingency,
19 seller shall provide evidence prior to closing that the
20 trademark, Giovanni's Aloha Shrimp, is registered and
21 owned in the State of Hawaii by the seller.

22 Seller hereby conveys and agrees to permit
23 buyer to use the trademark name, Giovanni's Aloha
24 Shrimp, at no cost to the buyer for the period of ten
25 years with -- and then it goes to the next page -- said

1 term to be extended for additional ten years upon seller
2 renewing the said trademark. Shall I continue reading?

3 Q No, you're good. What -- was the terms of
4 this (inaudible) agreed to by -- by Mr. Nitsche?

5 MR. MULLARKEY: Objection. Form. Foundation.

6 A Yes.

7 Q Did Nitsche agree to this contingency?

8 MR. MULLARKEY: Objection. Form. Foundation.

9 A Yes.

10 Q Can you answer again?

11 A Yes.

12 Q Okay. And was this agreement ever signed by
13 you?

14 A Yes, it was. I don't have one signed in front
15 of me but I signed one.

16 Q Was this agreement ever signed by Mr. Nitsche?

17 MR. MULLARKEY: Objection. Foundation.

18 A I'm under the impression he signed one, but I
19 don't have copies of that in front of me.

20 Q Okay.

21 A No one complained about any of this. I never
22 went back to Sonson. If I had a problem on any contract
23 he did with me, I would have gone back to him.
24 Obviously, I believed these things were signed by all
25 parties because there was no contention involved.

1 Q What did happen after the agreement -- after
2 this agreement--

3 A Yes.

4 Q -- was entered into?

5 A Yes.

6 Q What did happen after this agreement was
7 entered into?

8 MR. MULLARKEY: Objection. Form.

9 A I don't remember, Jamie. I don't know what
10 time you're talking about or how far down the road.

11 Q After -- after -- after this agreement, did
12 you go back to Sonson about anything?

13 A No.

14 MR. MULLARKEY: Objection. Form.

15 A No, not anything to do with that contract, not
16 at all or that agreement.

17 MS. PITTS: Okay. We can go to Exhibit 8,
18 please.

19 THE WITNESS: Okay. I'm looking at it.

20 (Exhibit No. 8 marked for identification.)

21 BY MS. PITTS:

22 Q -- what this photo is?

23 A Yeah, I had my relatives, nieces and nephews,
24 visit from California and that's inside our bottling
25 company in Waialua. I think it was Waialua.

1 And that's my two nieces and her fiancée and
2 my niece's husband in the background there and obviously
3 me.

4 Q Approximately when was this photo taken?

5 A I think somewhere around '99 or '98. I'm not
6 sure.

7 Q And what are in the boxes featured in the
8 photo?

9 A Our -- either -- I can't make it out but we
10 had boxes of scampi marinade or our hot sauce.

11 Q Were you selling these -- were you selling the
12 sauce, the scampi sauce and marinade at this point?

13 A The scampi sauce and hot sauce were in all the
14 commissaries in the State of Hawaii at that time. We
15 were negotiating with Sam's Club.

16 We had it in some stores downtown, Soma
17 something -- what's that store? I forgot it -- a high
18 line store and a couple of hot sauce places downtown.

19 So we were on the move. We were negotiating
20 with one of the chain stores as well.

21 Q Okay. Great. At this point were you selling
22 online?

23 A Yes.

24 MR. MULLARKEY: Objection. Form.

25

1 BY MS. PITTS:

2 Q Were you selling the scampi marinade online?

3 A Yes.

4 Q Were you selling bottles of hot sauce online?

5 MR. MULLARKEY: Objection. Form.

6 A Both sauces were sold online on our website,
7 hot sauce and scampi.

8 MS. PITTS: Now let's turn to Exhibit 9.

9 THE WITNESS: Okay. I'm there.

10 (Exhibit No. 9 marked for identification.)

11 BY MS. PITTS:

12 Q This is -- can you tell me what this is?

13 A It looks like Domain Tools. I signed up a
14 domain for Giosauces.com. I don't know what else.

15 Giovanni's Aloha Foods, that was what the name
16 of our company was at the time. I guess I wanted the
17 domain name protected.

18 Q And what is the created date of the website
19 domain name?

20 MR. MULLARKEY: Objection. Foundation. Form.

21 A 2001 -- created 1998, excuse me.

22 Q All right. And under administrative contact?

23 A Was...

24 Q Whose email address is under administrative
25 contact?

1 MR. MULLARKEY: Objection. Form.

2 A The administrative contact is John Aragona,
3 Giovanni, Giovanni's Aloha Foods and Haleiwa, Hawaii.

4 Q And the email address that's listed there?

5 A Giosauces.com.

6 Q The email address that's next to your name,
7 was that your email address?

8 MR. MULLARKEY: Objection. Form.

9 A Yes, that's right. Giovanni@Hawaii.rr.com.
10 The font is very small, so it's a little hard to see.

11 Q Okay. Do you have your glasses with you
12 today, John?

13 A I don't need glasses for reading. I need
14 probably magnifiers for this but I can see it.

15 Q Okay. Just making sure. All right.

16 So starting with 1998, can you tell me about
17 what you did with this domain name and -- sorry, let me
18 rephrase that. Did you use this domain name?

19 A I absolutely did. It was part of our website
20 and we used it for our website. It's that simple.
21 That's how people got ahold of us via the email or the
22 website.

23 Q Okay. So you did receive -- did you receive
24 emails via the website--

25 MR. MULLARKEY: Objection.

1 Q -- the email address that's listed on
2 Exhibit 9?

3 MR. MULLARKEY: Objection. Form.

4 A Yes.

5 Q What kind of emails?

6 MR. MULLARKEY: Objection. Form.

7 A Emails to get orders for sauces, people trying
8 to order the sauce, and we got emails of, I guess,
9 testimonies as well, people thanking us or that had been
10 to the truck, that kind of stuff.

11 Q Who handled receiving, reading the emails?

12 A I did.

13 MR. MULLARKEY: Objection. Form.

14 BY MS. PITTS:

15 Q Who was responsible for replying to emails?

16 MR. MULLARKEY: Objection. Form.

17 A I used to answer 99 percent of them. I didn't
18 get to all of them all the time, but most of the time I
19 wrote back to people.

20 Q Okay. How long did you have that email
21 address?

22 MR. MULLARKEY: Objection. Form.

23 A I would imagine from 1998 or '97. I'm not
24 sure exactly.

25 Q Okay. Up until?

1 MR. MULLARKEY: Objection. Form.

2 A The Giovanni from Hawaii was there until I
3 left and I guess I left in 2000, 2001. So that
4 Giovannisauces@Hawaii.rr.com obviously couldn't be
5 carried to Florida, New York, or New Jersey where I was
6 after that.

7 MS. PITTS: Okay. Turn to Exhibit 10, please.

8 THE WITNESS: Yes, I'm at it.

9 MR. MULLARKEY: Jamie, can you give me a Bates
10 number for that. I'm a little lost I think.

11 MS. PITTS: JA685. I'll open the one you're
12 looking as well.

13 MR. MULLARKEY: I'm not sure where you are.

14 MS. PITTS: Bates Number 77.

15 MR. MULLARKEY: Thank you.

16 (Exhibit No. 10 marked for identification.)

17 BY MS. PITTS:

18 Q John, can you identify what this exhibit is?

19 A Yeah, it's a picture of our original shrimp
20 truck and then a statement about, "What began as an
21 unknown white shrimp truck on Oahu's North Shore."

22 What it was was a selling feature for us to
23 tell people you don't have to come to Hawaii to get the
24 sauce anymore because we'll ship it.

25 Q Okay. And does this exhibit if you flip

1 through it -- please flip through the 17 pages.

2 A Flip through the 17 pages and do what?

3 Q Tell me is this an accurate depiction of what
4 the website looked like--

5 MR. MULLARKEY: Objection. Form.

6 BY MS. PITTS:

7 Q -- on the dates listed at the top of each
8 page.

9 MR. MULLARKEY: Objection. Form.

10 Q Can you turn back to the first page, John?

11 A Yeah, the pages I skimmed through are
12 certainly the pages that were on our website.

13 Q How was -- who created the website?

14 A We had a customer that was in the Navy. He
15 came over and did that website for just about nothing.
16 That's how it started. I don't even remember his name.

17 Q And at this point, who was operating the sauce
18 bottling business?

19 A I was.

20 Q Okay. All right. And back on Page 1, it says
21 August 23, 1999, at the top; is this an accurate
22 depiction of what the website looked like on that date?

23 MR. MULLARKEY: Objection. Form.

24 A Well, Page 1 is a picture of the truck.
25 That's not -- the writing underneath--

1 Q The entire web page -- does it accurately
2 reflect -- does this copy accurately reflect what the
3 website looked like in 1999?

4 MR. MULLARKEY: Objection. Form.

5 A The picture of that truck is not -- I guess if
6 you get back to where these black pages are in the back
7 of this thing, the website looked very similar to that,
8 yes.

9 Q Okay.

10 A Back in the back, yeah, there it is. There's
11 the original website with the little dancing shrimp and
12 the dancing guy and a TV, our--

13 Q What page are you on? Sorry, John.

14 A Page -- it says December 17.

15 Q Read JA--

16 A 447.

17 MR. MULLARKEY: Objection.

18 A 447.

19 Q 447, all right. What were you saying about
20 this page?

21 A It's obviously not in color like it was on the
22 website but that's -- that was our original front page.

23 Q Okay. On the website -- what was the purpose
24 of the website?

25 MR. MULLARKEY: Objection. Form. Foundation.

1 A The purpose of the website was to sell
2 products, the scampi marinade and the hot sauce and to
3 get exposure.

4 Q And did the website achieve its purpose?

5 A Yes, it did.

6 Q Okay. Let's see. And who was responsible for
7 taking the pictures that are featured here if you go to
8 JA307?

9 MR. MULLARKEY: Objection. Form.

10 A 307, I'm at 407. Can you tell me what picture
11 is on 307 because I can't find 307.

12 Q It's a picture of the hot sauce.

13 A I think our web designer took those. The guy
14 that was doing the website took the pictures.

15 Q And that's -- is that one of the products that
16 you were selling?

17 MR. MULLARKEY: Objection. Form.

18 A Yes, Giovanni's Hot and Spicy Sauce, 8.95.

19 Q And when did you start selling these bottled
20 sauces?

21 A When the website was started, whatever date I
22 gave you from before. We tried selling immediately as
23 soon as the website was up.

24 Q Okay. Did you ever change the way the label
25 looked on the hot and spicy sauce?

1 MR. MULLARKEY: Objection. Form.

2 A I think recently we did some shading on the
3 label itself, but predominantly it's the same.

4 Q What about the wording--

5 A No, same.

6 Q -- on the label?

7 A No, the label is the same.

8 Q And for the scampi marinade?

9 A Same thing.

10 MR. MULLARKEY: Objection.

11 BY MS. PITTS:

12 Q Is the label -- how's the label different than
13 it is today?

14 MR. MULLARKEY: Objection. Form.

15 A Well, the label in Hawaii has got the Hawaiian
16 palm trees on it. The one today has kind of got a chef
17 thing. I wish I had a label with me. I don't have it.
18 It looks different than that bottle does now.

19 Q But are the words--

20 A The words are the same as far as it being "We
21 really mean it." Our hot sauce and the scampi marinade,
22 that's exactly the same.

23 MR. MULLARKEY: Jamie, can we take a quick
24 five-minute break? I'm sorry.

25 MS. PITTS: Sure.

1 MR. MULLARKEY: Thank you.

2 (Short break taken.)

3 BY MS. PITTS:

4 Q So we were looking at Exhibit 10.

5 A Yes.

6 Q If you can go to -- back to JA000427, eight
7 pages back.

8 A 427, I'm on it.

9 Q All right. The label that's on the bottle of
10 sauce in this picture, who first -- who first designed
11 this label?

12 MR. MULLARKEY: Objection. Form.

13 A I did with a printer. We got some proofs. We
14 went over it a couple of times. I decided I liked it
15 and that was it.

16 Q Okay. And was the same label used
17 consistently?

18 A Yep.

19 Q Okay. And let's see. Turn back -- turn up a
20 page, one page where you see the bottle of hot and spicy
21 sauce.

22 A Yes, I see it.

23 Q JA315 but you can barely tell because it's
24 over the picture. Who was responsible for creating this
25 label?

1 MR. MULLARKEY: Objection. Form.

2 A I did all the labels.

3 Q Okay. And how long -- the bottom of this
4 photo says 1998; is that accurate?

5 MR. MULLARKEY: Objection.

6 Q -- question of when the photo was taken?

7 MR. MULLARKEY: Objection. Form.

8 A The picture was taken -- according to this
9 picture it says '98. I would assume that's accurate.

10 Q Let's see. At this point during the bottling
11 business, what was your role with the business? What
12 was the business? Let's start there.

13 MR. MULLARKEY: Objection. Form. Calls for
14 narrative.

15 BY MS. PITTS:

16 Q What was the name of the business?

17 A Giovanni's Aloha Foods was a business that
18 produced a bottle of hot sauce and a bottle of scampi
19 marinade.

20 I conducted the daily operations of that and
21 also went out and solicited sales via businesses in the
22 island of Oahu.

23 MS. PITTS: And can -- let's go -- let's go to
24 Exhibit 10 -- Exhibit 11. Sorry.

25 THE WITNESS: I'm there.

1 MR. MULLARKEY: Jamie, can you give me a page
2 on the PDF.

3 MS. PITTS: Let's see. It says 94. We've
4 already kind of gone through these, so I'll do this
5 quickly.

6 (Exhibit No. 11 marked for identification.)

7 BY MS. PITTS:

8 Q On Exhibit 11, can you tell me -- can you
9 identify what's featured in the photos.

10 A All the pictures in Exhibit 11 are pictures of
11 my hot and spicy sauce, hot and spicy sauce again on the
12 next page, scampi marinade on the third page and our
13 award winning bottle on the fourth page.

14 We won the Scovie award so that's the bottle
15 they sent us back, and the last page is a picture of a
16 shirt that we designed that we sold on the truck.

17 Q You said that the -- there was a design after
18 you won an award. Why did you change -- why was the
19 label changed at that point?

20 A I did not change the label. When we won that
21 award for our scampi marination, the Scovie people sent
22 us that bottle with that label on it. That was like our
23 trophy. We didn't sell it that way.

24 Q All right. When you -- can you tell me about
25 the Scovie awards; what are they?

1 MR. MULLARKEY: Objection. Form.

2 A The Scovie awards is an outfit that does a lot
3 of advertising about different marinades and sauces and
4 barbecue sauces.

5 And they came to us, asking us if we would
6 like to participate. We gave them a bottle of scampi
7 and a bottle of hot sauce. They took it.

8 There were roughly 144 varieties of scampi
9 marinade across the United States and out of those 144
10 varieties, we took first place which was pretty
11 astounding, and in the hot sauce we took second place.

12 That's what they do. It's a big outfit that
13 advertises for small companies and large companies as
14 well, and we were fortunate enough to do that well with
15 them.

16 Q Did you pay them anything?

17 A No.

18 Q And the recipe for the scampi marinade --
19 where did that come from?

20 MR. MULLARKEY: Objection. Form.

21 A The scampi marinade was originally my mom's
22 recipe. I kind of tweaked it a little bit, but that's
23 where it originates. She's originally from Naples,
24 Italy and it's pretty good stuff.

25 Q Are you still -- are you selling scampi

1 marinade today?

2 A Absolutely. We have a website as you all know
3 that's still online now. We sell our scampi marinade
4 and our hot sauce online right here in Florida.

5 Q And it is the same recipe that was used back
6 when you first started the bottling business?

7 A Yes, exactly.

8 MR. MULLARKEY: Objection. Form.

9 A Yes. The answer is yes.

10 Q And the hot sauce?

11 A Same. It's the same stuff.

12 MS. PITTS: Okay. And -- all right. Let's
13 see. If we could go to -- if we could go to
14 Exhibit 12.

15 THE WITNESS: Okay. I'm looking at it.

16 (Exhibit No. 12 marked for identification.)

17 BY MS. PITTS:

18 Q Can you identify what this document is?

19 MR. MULLARKEY: Jamie, can you please give me
20 a page number.

21 MS. PITTS: Page Number 100.

22 BY MS. PITTS:

23 Q John?

24 A Yes, it's a tax document. It's the Department
25 of Taxation and it's got the taxpayer name, John

1 Aragona, doing business as Giovanni's Aloha Foods, the
2 taxpayer ID. I know this thing and I understand what
3 this is.

4 Q Okay. Did you apply--

5 A Yes.

6 Q Did you apply for this tax permit?

7 MR. MULLARKEY: Objection. Form.

8 A Yes, I have a tax ID number and obviously had
9 to apply for it.

10 MS. PITTS: And go to Exhibit 13.

11 THE WITNESS: Thirteen is a business card that
12 we used to have when we had our bottling company in
13 Pearl City.

14 (Exhibit No. 13 marked for identification.)

15 BY MS. PITTS:

16 Q And the name on it?

17 A Is Giovanni's Aloha Foods, Pearl City, Hawaii.

18 Q Okay. And whose business card was this?

19 A It says Giovanni Aragona. That's me.

20 Q Why did you go by Giovanni and not John?

21 A Well, John in Italian is Giovanni and we
22 started the business, and John's shrimp truck wasn't
23 quite as seductive as Giovanni, so that's why we did
24 that.

25 Q You're right; it's not. I never thought about

1 it that way. All right. How long did you use this
2 business card?

3 MR. MULLARKEY: Objection. Form.

4 A Used that card until I left Hawaii. I mean
5 obviously it says Pearl City on it, and I wasn't going
6 to hand out cards with Pearl City in the State of
7 Florida.

8 Q Okay. And who designed this card?

9 MR. MULLARKEY: Objection. Form.

10 A I did, along with my printer.

11 MS. PITTS: All right. Now Exhibit 14.

12 THE WITNESS: Yep.

13 (Exhibit No. 14 marked for identification.)

14 BY MS. PITTS:

15 Q What -- can you identify this document?

16 A It's Articles of Organization for Limited
17 Liability Company, Giovanni's Aloha Shrimp, LLC, and our
18 address obviously.

19 Q Who was involved in the operation of this
20 business?

21 MR. MULLARKEY: Objection. Form.

22 A James L. Goodrich, who was my attorney at the
23 time, was involved with it. Then the partners on this
24 thing was myself, Connie Aragona, James Goodrich, and
25 Diane Wong, who is James Goodrich's wife.

1 Q And what did Giovanni's Aloha Shrimp, LLC do?

2 A Well, it predominantly was the bottling
3 company at that point. That LLC was kind of like an
4 umbrella over the -- not the shrimp wagon because that
5 was the bottling company. And at that point, I sold the
6 truck, so it was the bottling company.

7 Q And was Mr. Nitsche aware of this business
8 being formed?

9 MR. MULLARKEY: Objection. Foundation. Form.

10 A At that time I'm not really sure. I think he
11 was though.

12 Q Did he -- to your knowledge did he ever become
13 aware that there was a business?

14 A Yes, originally he--

15 MR. MULLARKEY: Objection. Form.

16 A Later on he did, certainly.

17 Q How do you know that Mr. Nitsche knew about
18 the business, Giovanni's Aloha Shrimp, LLC?

19 A Because he got involved with it later on down
20 the road.

21 Q Okay.

22 A His position with the bottling company was
23 nothing, other than he came up with some financing to
24 help us along.

25 Q Okay. And what was Mr. Goodrich's role with

1 this company?

2 A The legality end; that's it.

3 Q And Diane Wong, what was her role?

4 A She had no role really. She was on there
5 based on a partnership with Jim Goodrich.

6 Q Okay. And did -- did Mr. Nitsche ever object
7 to you using the name Giovanni's Aloha Shrimp?

8 MR. MULLARKEY: Objection. Form.

9 A No, he never objected to any of it. The next
10 thing, Exhibit 15, the Giovanni's Aloha Foods, he didn't
11 object to that either. His name is on it.

12 Q Okay. And why was Giovanni's Aloha Foods
13 formed if you -- why was -- okay.

14 Why was Giovanni's Aloha Foods formed in
15 addition to Giovanni's Aloha Shrimp?

16 MR. MULLARKEY: Objection. Form.

17 A Well, the Aloha Foods we thought would be a
18 more apt name because we were selling the bottles of
19 sauce, and it's more as a food product. So it was
20 Giovanni's Aloha Foods, LLC for that particular reason.

21 Q And Giovanni's Aloha Shrimp, what products --
22 what products -- what was -- what service or product
23 was -- was intended to be sold by Giovanni's Aloha
24 Shrimp?

25 MR. MULLARKEY: Objection. Form.

1 A Giovanni's Aloha Shrimp originally was the
2 bottling company and also used for franchising the
3 trucks in the mainland a little bit down the road.

4 Q Was Mr. Nitsche brought into Giovanni's Aloha
5 Shrimp, LLC?

6 A Not that I know of.

7 MR. MULLARKEY: Objection. Form. Foundation.
8 BY MS. PITTS:

9 Q What was your answer, John?

10 A No, not as far as I know.

11 Q And Giovanni's Aloha Foods, what was -- what
12 was Mr. Nitsche's role with that business?

13 A None at all, other than he helped with some
14 financing, and he became a partner with Giovanni's Aloha
15 Foods or he had a percentage of it. That's in
16 Exhibit 15.

17 Q Okay. And whose idea was it to form the
18 limited liability company?

19 MR. MULLARKEY: Objection. Form.

20 A Jim Goodrich.

21 Q What was his -- what was Mr. Goodrich's theory
22 behind doing that; why did he say he thought it was what
23 you guys should do?

24 MR. MULLARKEY: Objection. Form. Foundation.

25 A To the best of my remembering that issue was

1 that Goodrich said we could have partners with less
2 liabilities.

3 I'm not a tax lawyer. I don't really
4 understand all that. But that's what I remember. So he
5 made an LLC for that reason.

6 Q At the time Giovanni's Aloha Foods, LLC was
7 formed had you already been using the name Giovanni's
8 Aloha Foods?

9 A Yes.

10 Q Had you already been selling products?

11 A Yes.

12 Q Under the name Giovanni's Aloha Foods?

13 A Yes.

14 Q What products were being sold?

15 A The scampi marinade and the hot sauce.

16 Q And if you turn to -- let's see.

17 MS. PITTS: I'm sorry was Exhibit 15
18 introduced?

19 THE WITNESS: No, it was not entered yet.

20 MS. PITTS: Can you turn to that?

21 MR. MULLARKEY: What number is that, Jamie,
22 for us?

23 MS. PITTS: 104.

24 (Exhibit No. 15 marked for identification.)

25

1 BY MS. PITTS:

2 Q Is this the document that we were just
3 discussing?

4 A Yes, it is.

5 MR. MULLARKEY: Objection. Form.

6 BY MS. PITTS:

7 Q Did you give -- did this company have
8 permission to use the name Giovanni's Aloha Foods that
9 you were already using at that point?

10 A Yes.

11 MR. MULLARKEY: Objection. Form.

12 A Yes. The answer was yes.

13 Q And did the company, itself, give you
14 permission to use Giovanni's Scampi Marinade?

15 MR. MULLARKEY: Objection. Form.

16 A I don't understand the question, Jamie.

17 Q I'm asking if after the business Giovanni's
18 Aloha Foods was formed, if that business had the right
19 to use the names that you were already using?

20 A Absolutely.

21 MR. MULLARKEY: Objection. Form.

22 MS. PITTS: All right. We can go to
23 Exhibit 16.

24 THE WITNESS: Okay. I'm there.

25 (Exhibit No. 16 marked for identification.)

1 BY MS. PITTS:

2 Q Can you identify what this document is?

3 MR. MULLARKEY: Objection. Form.

4 A It seems to me it's a picture of a bottle of
5 hot sauce, and it's local sauce wins top award from the
6 Honolulu Star Bulletin.

7 Q And is that the same product that was being
8 sold by the company?

9 A Yes.

10 MS. PITTS: All right. If we can go to
11 Exhibit 17.

12 THE WITNESS: Okay. We're there.

13 (Exhibit No. 17 marked for identification.)

14 MS. PITTS: It's 108 for you.

15 MR. MULLARKEY: Okay.

16 BY MS. PITTS:

17 Q Please identify what this document is.

18 A Limited liability company member agreement.

19 Q All right. And what were the circumstances
20 that led up to this agreement?

21 MR. MULLARKEY: Objection. Form.

22 A I think at that time we had the bottling
23 company and we needed some cash, so Goodrich recommended
24 we start this liability company, and we would involve
25 Troy and himself and his wife, and they would contribute

1 some money and we would run the operation.

2 Well, I ran 99 percent of that operation
3 anyway. That's why it was formed.

4 Q And this company being formed -- what
5 trademarks did this company use?

6 MR. MULLARKEY: Objection. Form.

7 A The trademarks that were in place were all the
8 same. Giovanni's Aloha Foods, Giovanni's Scampi
9 Marination, the hot sauce. Whatever the trademarks were
10 that we originated were still involved in this company.

11 Those trademarks were still mine. We still
12 used the same names on the bottle, scampi and hot sauce
13 as always.

14 Q Did you ever transfer ownership?

15 MR. MULLARKEY: Objection. Form.

16 A Never transferred any of the trademark
17 ownership to anyone.

18 Q Okay. If you look at Number 5 on that first
19 page of the Limited Liability Company Member Agreement.

20 A The following member contributions, ownership
21 interests, and voting rights in the LLC shall apply. Is
22 that what you're telling me to do?

23 Q Yes, and then turn the page to number -- to
24 the next page where -- let's see. Does this company --
25 who ran this company?

1 A I did.

2 Q And what were your roles?

3 A Same as before. Ran the daily operations of
4 the bottling company, solicited sales. I worked 10, 12
5 hours a day in that place.

6 Q Daily operations, can you -- what did they
7 consist of?

8 A Making sure we had enough product to make our
9 sauces, going shopping for them, picking them up, having
10 some delivered, getting the line in operation in the
11 morning, proceeding to pack and bottle our boxes with
12 our stuff that we needed to deliver, and in the middle
13 of all that still seeing people so we could solicit more
14 sauces to gain more customers.

15 Q And at this time -- at the time this agreement
16 was entered into, did Mr. Nitsche ever express concern
17 about the company about any of the names or products
18 that the company was selling?

19 MR. MULLARKEY: Objection. Form. Foundation.

20 A No, never objected to any of it.

21 Q And was there any relation between this
22 company, the Giovanni's Aloha Foods, LLC and Giovanni's
23 Aloha Shrimp, LLC?

24 MR. MULLARKEY: Objection. Form.

25 A No, the shrimp was something different and the

1 foods was the only thing he was involved with.

2 Q And did you -- were there any other agreements
3 besides this Limited Liability Company Agreement between
4 the parties?

5 A Not that I remember, no.

6 MS. PITTS: We're ready for...

7 THE WITNESS: 18.

8 (Exhibit No. 18 marked for identification.)

9 BY MS. PITTS:

10 Q Yes. Can you please identify what this
11 document is?

12 A It's a document of solicitation actually. We
13 sent this out to people we were working with, trying to
14 get their business. It's pretty self-evident what it
15 reads.

16 It gives a little bio of Giovanni's and tells
17 about the Scovie award that we won, a little praise
18 about yourselves, and we have products that we'd love to
19 deliver to your store or home or whatever. And we hope
20 to serve you in the best way in the near future. It's a
21 sales letter. That's what it is.

22 Q Who created this letter?

23 A I created it with -- I don't remember who else
24 was involved, a couple friends of mine. I wrote some of
25 the stuff up, had a couple guys look at it and they

1 tweaked it, and we changed it around but basically I did
2 it.

3 Q And who was this given to?

4 A It was mailed out to people like -- I can't
5 remember the big chain store in Hawaii. Like we have
6 Publix in Florida, it was -- I can't remember the name
7 of the stupid store.

8 It was a big chain and certainly we handed
9 them out to other people and we did a mailing list one
10 time to a lot of small stores and grocery stores
11 downtown.

12 Q And did any sales or vendor relationships stem
13 from circulation of this letter?

14 MR. MULLARKEY: Objection. Form.

15 A Yeah, we got some business out of it. It's
16 like canvassing; you gotta hit a hundred doors a day and
17 maybe you'll sell one. So we sent a lot of this stuff.
18 I handed out a lot of them most of the time.

19 And we did get the commissaries in Hawaii.
20 That wasn't via this letter however. And we did get a
21 couple of small vendors that sold all kinds of sauces
22 because of the letter. So it worked to a degree, yeah.

23 MS. PITTS: All right. Can you turn to

24 Exhibit 19?

25 THE WITNESS: Okay.

1 (Exhibit No. 19 marked for identification.)

2 MR. MULLARKEY: Jamie, what page?

3 MS. PITTS: Page 117.

4 BY MS. PITTS:

5 Q And if you compare Exhibit 19 to Exhibit 9--

6 A Yeah, I think it's basically the same thing.

7 MR. MULLARKEY: Objection.

8 THE WITNESS: Can I speak or what? What do
9 you want me to do here, guys?

10 A It's Giosauce.com. It looks like another
11 domain thing we set up.

12 Q Okay. And did you -- were you responsible for
13 renewing this domain name?

14 MR. MULLARKEY: Objection. Form.

15 A Yes.

16 Q Why did you do so?

17 A Again, to protect the name so nobody could
18 take the Giosauces.com.

19 MS. PITTS: Okay. I think we're ready for
20 Exhibit 20.

21 (Exhibit No. 20 marked for identification.)

22 THE WITNESS: Exhibit 20 is the Department of
23 Veteran Affairs, and this really is a document that
24 tells a little bit of my war-type problems ■■■ ■

25 ■■■■■ ■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■

1 MR. MULLARKEY: Objection. Form.

2 A I would guess it was a couple years later.
3 2001 is when it happened. I guess around 2004 I started
4 pushing harder and started to talk about it and doing
5 some stuff with some customers.

6 Q What things did you do with customers to try
7 to start the business again?

8 A I talked to a lot of people about starting a
9 truck in Staten Island. I started to talk to some
10 people in the mayor's office about doing that to get a
11 piece of land that I wanted to put a truck on. That
12 became a money issue at that point but the drive was
13 there.

14 South Street Sea Port in New York -- solicited
15 with them, lost a rental property; was about a month too
16 late on that one. Started to do some bottling at a
17 friend of mine's kitchen and I mean commercial kitchen.
18 Handing out sauces to people here and there, trying to
19 get it rolling like that.

20 Q And did you ever get any traction during that
21 timeframe?

22 A Yeah, very little. Couldn't pay the rent on
23 it, but I was still moving towards that goal.

24 Q When did -- when did progress -- so the time
25 you're in New York until your current state, you moving

1 to Florida, what -- I'm trying to figure out how to word
2 this.

3 A When I started to move--

4 MR. MULLARKEY: Objection. Form.

5 A -- was probably more around 2007, and then we
6 moved to Florida, I guess, 2009. And I don't remember
7 exactly the date we started our first website.

8 But before that, I was pushing this stuff and
9 talking to people about franchising.

10 Q Okay. What made you decide to move to
11 Florida?

12 MR. MULLARKEY: Objection. Form.

13 A Just too cold. I wanted to move.

14 Q Okay. And once you moved to Florida, what
15 efforts were made to restart the Giovanni's Aloha Foods
16 business?

17 MR. MULLARKEY: Objection. Form.

18 A We went to see bottlers and tried to negotiate
19 prices and we started to get the stuff bottled.

20 MS. PITTS: Okay. Exhibit 21 please.

21 THE WITNESS: 21, there it is. I got it.

22 (Exhibit No. 21 marked for identification.)

23 BY MS. PITTS:

24 Q Can you identify what this is?

25 A Yeah, I called my attorney in Hawaii,

1 Saccoccio, and he wrote me an email back that he
2 misplaced my number for some reason.

3 And he was in Puerto Rico and when he got
4 back, he'd get ahold of me. So that's what that's
5 about.

6 Q And why did you reach out to your attorney
7 Saccoccio in 2008?

8 A I was talking to him several times even while
9 I was in Hawaii about franchising, so we always touched
10 base about things that I wanted to do when it came to
11 the company. He was a good attorney and still is and a
12 friend.

13 Q Okay. And at this point when you got the
14 letter, did you start communicating with Mr. Saccoccio?

15 MR. MULLARKEY: Objection. Form.

16 A Yes, I did.

17 Q Around 2008, John, what were your
18 communications with Mr. Saccoccio?

19 A I think it was a little bit about franchising
20 and then it was -- we talked a little bit about how good
21 the truck was doing or the two trucks that were there.

22 And that I was going to start a bottling
23 company in Florida and a website of those natures, and I
24 got some advice and encouragement from him.

25 Q What did you say about the truck's operation?

1 MR. MULLARKEY: Objection. Form. Foundation.

2 A That it was doing fine. The trucks were doing
3 fine, Jamie. Next question.

4 MS. PITTS: Okay. And Exhibit 22.

5 THE WITNESS: Okay, I'm at it.

6 (Exhibit No. 22 marked for identification.)

7 THE WITNESS: Palmetto Canning. This is a
8 very large canning company that does a lot of
9 business with a lot of stores, big chains. I went
10 there to solicit them to make my product.

11 They, in turn, gave me a couple of smaller
12 bottlers that I went and talked to. And they gave
13 me leads that I could go see people to sell the
14 product, which was very nice of them.

15 But their amount that they needed to make was
16 much more than I could afford at the time. But I
17 was back there several times. They always helped
18 me, very nice people.

19 BY MS. PITTS:

20 Q Was this the first bottler that you
21 approached--

22 MR. MULLARKEY: Objection. Form.

23 BY MS. PITTS:

24 Q -- once you moved back to Florida?

25 A I think Palmetto was one of the first. I'm

1 not sure exactly.

2 Q And approximately what timeframe was this?

3 A It had to be like as soon as we got down here
4 I think 2009, 2010, something like that.

5 MS. PITTS: Okay. Now Exhibit 23.

6 THE WITNESS: Okay, Gourmet Business
7 Solutions.

8 (Exhibit No. 23 marked for identification.)

9 THE WITNESS: Gourmet Business Solutions is a
10 company that does a lot of business with
11 co-packers. They do a lot of business with chain
12 stores, and they will help you get a bottler to do
13 your stuff. But they're kind of a broker so it
14 gets very expensive.

15 We had them come to our home and do a sales
16 pitch for us, and we still communicate with them.
17 They're a great company, just a little out of our
18 league right now as far as money is concerned.

19 BY MS. PITTS:

20 Q Okay. How did you find this company, Gourmet
21 Business Solutions?

22 A I think it was through one of our ads that we
23 received via the Food Network shows and stuff like that.
24 We -- I'm trying to think of the name.

25 We went to that food show -- and who the hell

1 are those people that do that? Fancy Foods is a company
2 that has a directory of all these kind of people, and I
3 think that's where I originally got it from.

4 Q If you would turn a few pages back past their
5 agreement, the page with the email on it.

6 A Okay. It says thanks for your time.

7 MR. MULLARKEY: Objection. Form.

8 A The page is 1546 on the bottom if that helps
9 anybody.

10 Q Yes, exactly. Did you send this email?

11 A No, the email was sent to me from Steve.

12 Q And who's Steve?

13 A He's one of the representatives. I think he's
14 kind of a big deal with those guys. I don't remember
15 exactly. Director of business and development.

16 Q Okay. What were your dealings with him?

17 A What I told you before already.

18 MR. MULLARKEY: Objection. Form.

19 A He talked to us about sales and stuff of that
20 nature, and this was a thank you letter for spending
21 time with him one afternoon.

22 Q Okay. If you turn to the next page, Gourmet
23 Business Directory email.

24 A Okay.

25 Q Can you tell me about this email -- why you...

1 A Because I think we were in their directory.

2 MR. MULLARKEY: Objection. Form.

3 A We were trying to get on their directory list,
4 the Gourmet Business Directory. And this was a letter
5 that they answered us that in the meantime your account
6 will be verified to determine the validity of your
7 business. Once approved you can browse our directory of
8 businesses serving the gourmet specialty food industry.

9 So that was a letter of acknowledgment that
10 they were checking us out before we could be on their
11 directory.

12 Q And what is the Gourmet Business Directory?

13 A The Gourmet Business Directory is simply that,
14 that you could as a vendor or someone looking for a
15 particular kind of a food product, could go to this
16 directory and find it.

17 Q And why did you approach them?

18 MR. MULLARKEY: Objection. Form.

19 A Because I wanted to grow the business. That's
20 why they came to see us, Jamie, because of what they do.

21 They have this directory that goes out to a
22 lot of vendors and stores and chains. And if you're on
23 that directory and you have a particular product,
24 someone might call you and say, hey, we'd like to see
25 your stuff.

1 Q What particular products did you discuss with
2 them?

3 MR. MULLARKEY: Objection. Form.

4 A My scampi marinade and my hot sauce.

5 Q Okay. And if you turn to the next page, 1544,
6 can you identify what this email is related to?

7 MR. MULLARKEY: Objection. Form.

8 A That's the same one we just talked about. We
9 wish to welcome you to Gourmet Business Directory. If
10 you are starting a food business, click here for a very
11 helpful head start. In the meantime your account will
12 be verified to determine the validity of your business.

13 It's a way of them checking us out and we can
14 get a chance to see what they do -- food industry such
15 as food brokers, food distributors, food co-packers,
16 packing label companies, food marketing companies.

17 You can also use the system to contact and
18 network with these businesses and add them to your
19 account profile to keep track of your communications
20 with them.

21 So that's what that company does and it was
22 very interesting, and I think we got on their directory.
23 I'm not sure. That's about as far as we went with it.

24 Q That's not what I was asking. Did you -- were
25 you, in fact, accepted as the email says?

1 A I believe so. This was a while ago. This is
2 in '09, so I'm not really sure. I haven't kept up with
3 it. I look at their website from time to time. I
4 believe we're still on it.

5 MS. PITTS: Okay. All right. If you turn to
6 24 now.

7 THE WITNESS: Okay. I'm there.

8 (Exhibit No. 24 marked for identification.)

9 BY MS. PITTS:

10 Q What is this document related to?

11 A Register.com, I think it's domain names again,
12 Giovanni's Aloha Shrimp and giovannissauces.com. It was
13 a five-year term so we could keep our names so nobody
14 could take them off us.

15 Q So when did you register the
16 giovannisalohashrimp.com website that this document is
17 related to?

18 MR. MULLARKEY: Objection.

19 A I think it's 2010, according to this thing.

20 Q Was it you that acquired this domain name?

21 A I do all this stuff. I started that website
22 in Hawaii, and I continue to operate it and watch it in
23 the State of Florida. So you've got to keep these names
24 or people will take them.

25 Q Okay. After you repurchased the domain names,

1 what did -- what happened -- after you purchased the
2 domain names, was there a website built?

3 A Yes.

4 MR. MULLARKEY: Objection. Form.

5 BY MS. PITTS:

6 Q And who was responsible for creating the
7 website?

8 A Jamie Hepler is the gal that built our
9 website.

10 Q Okay. And did you approach her for her help--

11 A Yes.

12 Q -- in building the website?

13 A Yes.

14 Q Okay. And what products were intended to be
15 sold on these websites?

16 MR. MULLARKEY: Objection. Form.

17 A The Giovanni's scampi marinade and the hot
18 sauce.

19 MS. PITTS: Okay. Let's go to 25 now.

20 THE WITNESS: Okay. Application for
21 Registration of a Trade Name.

22 (Exhibit No. 25 marked for identification.)

23 BY MS. PITTS:

24 Q Did you--

25 MR. MULLARKEY: Jamie, what number is that? I

1 see. Sorry, 147.

2 BY MS. PITTS:

3 Q Did you fill out this application?

4 A I did.

5 Q Why did you do -- why did you file this
6 application?

7 MR. MULLARKEY: Objection. Form.

8 A Because I wanted to protect my trade name.

9 Q And let's see. At this point were you --
10 sorry.

11 MS. PITTS: Let's go to Number 26.

12 THE WITNESS: Okay. Nondisclosure Agreement.
13 Giovanni's Aloha Shrimp with Hot Wachula's. That
14 was a bottling company. They don't steal your
15 recipes.

16 (Exhibit No. 26 marked for identification.)

17 BY MS. PITTS:

18 Q And why did you approach Hot Wachula's?

19 A Because they bottle our sauces. It's a
20 bottling company.

21 Q How did you hear about Hot Wachula's?

22 A I think that was one of the ones that was
23 given to me by Palmetto Foods.

24 Q And how did you -- how -- when you first
25 approached Hot Wachula's, how did -- how did -- what

1 were the circumstances behind--

2 A Circumstances were to get--

3 MR. MULLARKEY: Objection. Form.

4 A -- to get my stuff bottled. That's a bottling
5 company. So I went there to discuss prices and tell
6 them what was inside our product and would he be able to
7 handle it, and he did for a while.

8 Q What did Hot Wachula's provide for you?

9 A They provided the hot and spicy sauce and the
10 scampi marinade.

11 Q And when did they start providing the sauces?

12 MR. MULLARKEY: Objection. Form.

13 A I signed this thing June 8, 2010, so that's
14 about when they started.

15 Q Okay. And what did you do -- what had to be
16 done in order for them to start manufacturing the
17 sauces?

18 MR. MULLARKEY: Objection. Form.

19 A They and I had to sign a nondisclosure
20 agreement. They made a sample batch that we could
21 taste. We had to tweak it a little bit.

22 And then they went on and started to bottle
23 our stuff for us and we bought it by the case from them,
24 and we had to buy a minimum of 30 or 40 cases of each
25 product at a time.

1 Q And were you happy with their services?

2 MR. MULLARKEY: Objection. Form.

3 A Yes.

4 Q Giovanni's Aloha Shrimp is listed as the
5 discloser.

6 A Okay.

7 Q Do you remember why you listed Giovanni's
8 Aloha Shrimp?

9 MR. MULLARKEY: Objection. Form.

10 A Because the sauces were going to be for --
11 part of the sauces were going to be used for our
12 franchise operation if we ever get this thing rolling,
13 and maybe when we get through this stuff, we'll be able
14 to do it with a little bit more confidence.

15 But the Giovanni's Aloha Shrimp -- when we do
16 a franchise, they will get all the stuff they need
17 except for our recipe. We will supply the sauces, so we
18 will put that under the Giovanni's Aloha Shrimp title.

19 Q And was this the -- was this the same goal
20 that you had in mind in Hawaii when you first formed
21 Giovanni's Aloha Shrimp?

22 MR. MULLARKEY: Objection. Form.

23 A The theory that we said earlier in this
24 deposition was that I always wanted to franchise trucks
25 even while I was in Hawaii before I sold the truck, we

1 thought about that. And obviously when we started the
2 bottling company, I really wanted to do it in the
3 mainland.

4 Q Okay. And did you make that intent known to
5 the people that were involved at that point like Troy
6 Nitsche and Jim Goodrich?

7 MR. MULLARKEY: Objection. Form.

8 A I don't know if I mentioned it so much to
9 Nitsche, but I know I must have mentioned it at least to
10 Jim Goodrich once or twice.

11 I didn't discuss that kind of stuff that I was
12 gonna do in the future that much with them, but they
13 knew I wanted to franchise in the mainland, yes.

14 Q Okay. And did they -- did Mr. Nitsche ever
15 express him not being okay with--

16 A No, he never had an objection. If that's the
17 question, there was no objection to that idea at all
18 from anybody.

19 Q Okay. Would you have entered into the Asset
20 Purchase Agreement, would you have sold him the two
21 trucks if he had a problem with you franchising?

22 A No, I would have never went into the agreement
23 if he would have objected to that. I needed to go on
24 with my life, but I wasn't going to do it right in
25 Hawaii to mess with his life.

1 Q And the second page of Exhibit 26, what is
2 this?

3 A It's an invoice.

4 Q Okay. What is it an invoice for?

5 A It's an invoice for my scampi sauce that he
6 made -- whatever that word is -- nutritional analysis,
7 and some Peri Peri Hot Sauce that he had to buy for the
8 hot sauce. It's a price breakdown and I gave him
9 X-amount of dollars and I had a balance of \$500.

10 MS. PITTS: Okay. Let's go to Exhibit 27.

11 THE WITNESS: Okay. Exhibit 27 is an invoice
12 from--

13 MR. MULLARKEY: Objection. Form.

14 THE WITNESS: I don't know what the objection
15 is, but the spice--

16 MR. MULLARKEY: You're not asking questions,
17 Jamie, but he's answering the exhibit so I'm
18 objecting.

19 MS. PITTS: Okay.

20 BY MS. PITTS:

21 Q Can you identify what this document Exhibit 27
22 is?

23 A Yeah, it's a Spicehouse invoice. Enough said
24 about that. I buy my hot peppers from these guys out on
25 Long Island.

1 Q Okay. And how did you become aware of
2 Spicehouse?

3 A Because I'm from New York, I know a lot of
4 people in New York, and this Spicehouse was a
5 recommendation from a friend.

6 Q And what was your relationship with
7 Spicehouse?

8 MR. MULLARKEY: Objection. Form.

9 A They're a vendor and I'm a customer.

10 Q And do you still do business with this
11 company?

12 A I sure do. I just got a package of hot
13 peppers from them about two days ago.

14 Q This is marked highly confidential, trade
15 secret so, John, don't worry about disbursement; it
16 won't become public.

17 A I'm more worried about getting to Exhibit 44.

18 Q What's Exhibit 44?

19 A We're at 28.

20 MS. PITTS: All right. So Exhibit 28.

21 (Exhibit No. 28 marked for identification.)

22 BY MS. PITTS:

23 Q What is this -- what is this email?

24 MR. MULLARKEY: Objection. Form.

25 A The best shrimp ever. It's an email. Let's

1 see. It's got a picture of my original website.

2 Q Who was the email sent from?

3 A It was sent from Jasco. Jasco happens to be
4 my son.

5 Q Okay. What did the email -- what was the
6 email -- what was the purpose behind the email?

7 A I think I was trying to find my old website
8 and I couldn't find it, and my son is a techy kind of
9 kid so he found it for me.

10 I wanted to use this to send to Amy that was
11 building the new website to give her a little idea of
12 what we did then and what we want to do now.

13 Q Is that the -- did Amy use the link that's in
14 this email in her website creation?

15 MR. MULLARKEY: Objection. Form. Foundation.

16 A I don't know.

17 Q If you go down to Page Number 642.

18 A Yes, I'm there.

19 Q Can you identify what this email is related
20 to?

21 MR. MULLARKEY: Objection. Form.

22 A I think Amy originally made some changes on
23 the email labels and just wanted me -- to let me know
24 about it. The hot and spicy sauce, we made a couple
25 changes. The recipes were available online, some

1 recipes.

2 And she just was suggesting some changes, and
3 I agreed or disagreed. I don't remember what I did, but
4 I know we come up with the website that's there now.

5 Q Did you send this -- did you send this email?

6 A Yes. I had a recipe for the hot sauce online,
7 and I decided to cancel it. And I told her to eliminate
8 that recipe and just do the recipe for the scampi, which
9 she did.

10 Under "We really mean it," we changed the word
11 marinade to sauce and added since 1997. A couple
12 changes on the website that I told her I wanted changed.
13 That's what this email was about.

14 Q And can you turn down a couple pages to 39?

15 A Okay.

16 Q The link -- what can -- can you tell me--

17 A It's a YouTube link that when they went to my
18 website and I want to give them the recipe on the
19 scampi, I tell people or customers go to our to link and
20 watch our YouTube, so you can see really how to do it.

21 MR. MULLARKEY: Jamie, what page are you on?

22 THE WITNESS: It's 639 on this.

23 MS. PITTS: It's Page 155 for you.

24 MR. MULLARKEY: Okay.

25

1 BY MS. PITTS:

2 Q And the link here, John, can you explain what
3 that YouTube video -- what that YouTube video is of?

4 MR. MULLARKEY: Objection. Form. Foundation.

5 A I just said that. It's to tell people how to
6 do the scampi marinade. I did the YouTube and I'm on
7 the YouTube explaining how to cook the shrimp, how to
8 prep it, even how to eat it.

9 But that's what it's all about. It's kind of
10 cute and very explanatory, and it's easy for people to
11 make the shrimp the same way they get it off the truck
12 when they went there.

13 Q And who created the video?

14 A I did and my son.

15 Q Are you still -- is it still being -- is it
16 still active on YouTube today?

17 A Yes.

18 MR. MULLARKEY: Objection. Form.

19 A The answer is yes.

20 MS. PITTS: All right. Can we go to
21 Exhibit 29 now?

22 THE WITNESS: Okay, 29 is--

23 (Exhibit No. 29 marked for identification.)

24 MR. MULLARKEY: Objection. Form.

25 THE WITNESS: Ask the question, Jamie, so I

1 can do this.

2 BY MS. PITTS:

3 Q What is Exhibit 29?

4 A This is a picture of -- it almost looks like
5 our old website. I'm not sure exactly. But what began
6 as an unknown shrimp truck became a legend. It's just
7 part of our website, about us, and then it had the
8 shrimp marinade and the Giovanni Hot Sauce on there.

9 That actually looks a little different. I
10 don't know. I can't figure that out by looking at this
11 picture. It looks like our old website, but the
12 pictures on the bottom look like the new website. I
13 don't know exactly where this is from.

14 Q Okay, JA68?

15 A Okay.

16 Q Can you identify what this page--

17 A It's about Giovanni's Aloha Foods and famous
18 shrimp. This looks like somebody did some advertising
19 about the shrimp truck and just put this ad up.

20 Our customers say -- this aloha -- that's some
21 kind of a label from -- let's see if I can see something
22 on the bottom.

23 Q Is this your current website?

24 MR. MULLARKEY: Objection. Foundation. Form.

25 Q Is this a page -- is this page similar to what

1 your website currently looks like?

2 A Yes.

3 MR. MULLARKEY: Objection. Foundation. Form.

4 BY MS. PITTS:

5 Q John?

6 A Yes. It's very similar to our website, right.

7 Q What made you -- are you still on Page 68 with
8 me?

9 A 68, right?

10 Q Um-hum.

11 A Yes.

12 Q Can you tell me about the comments on this
13 page?

14 MR. MULLARKEY: Objection. Foundation.

15 A Well, it's just unsolicited comments from
16 customers about how much they liked the shrimp from
17 Venice, California to University Heights and from Egypt.

18 These are people that sent us testimonies on
19 their own to our email, telling us how much they like us
20 from different parts of the world.

21 Q What made you decide to put these on the
22 current website?

23 A Why wouldn't you? Look at the testimony.
24 They're great.

25 Q Okay. Were these the same comments that were

1 used on your old Giosauceses website?

2 A That's where they come from actually. The
3 answer is yes.

4 MS. PITTS: Okay. Exhibit 30.

5 THE WITNESS: Okay. Ask the question, Love.

6 (Exhibit No. 30 marked for identification.)

7 BY MS. PITTS:

8 Q Okay. What is this? Can you identify what
9 this document is?

10 A It says Electronic Articles of Organization,
11 Florida Limited Liability Company. So that's when we
12 opened up the corporation in Florida.

13 Q And when was this -- when -- were you
14 responsible for forming this corporation?

15 A Yes, it was on August 18, 2010.

16 Q Who filed these Articles of Organization?

17 A I think it was my accountant from New York
18 actually that got this thing rolling for us.

19 Q And what is your involvement with Giovanni's
20 Aloha Foods, LLC?

21 MR. MULLARKEY: Objection. Form.

22 BY MS. PITTS:

23 Q What was your involvement with this company?

24 A Same as always, operations, sales.

25 Q Who is Carol -- I don't know how to say her

1 last name.

2 A Dilello. That's my wife.

3 Q Under Article Four?

4 A Yeah, that's my wife. It's actually Carol
5 Dilello Aragona.

6 Q What is her role in the company?

7 MR. MULLARKEY: Objection. Form.

8 A She's the president of the company.

9 Q Okay. And why did you guys decide to make her
10 president?

11 A We thought it was great that she do at lot of
12 the administrative work and she's a great lady so we
13 wanted to make her president.

14 Q And did you give this company permission to
15 use the Giovanni's Aloha Foods mark?

16 A Absolutely.

17 MR. MULLARKEY: Form.

18 BY MS. PITTS:

19 Q What, John?

20 A Yes, absolutely.

21 Q Did you give this company permission to use
22 Giovanni's Scampi Marinade?

23 MR. MULLARKEY: Objection. Form.

24 A Yes.

25 Q Did you give this company permission to use

1 Giovanni's Original Hot and Spicy Sauce?

2 MR. MULLARKEY: Objection. Form.

3 A Yes.

4 Q And did the company use those names in its
5 operation?

6 MR. MULLARKEY: Objection. Form.

7 A Yes.

8 Q And what products did Giovanni's Aloha Foods,
9 LLC sell?

10 MR. MULLARKEY: Objection. Form.

11 A Scampi marination and the hot sauce,
12 Giovanni's hot sauce.

13 MS. PITTS: Okay. And let's go to
14 Exhibit 31.

15 THE WITNESS: Okay. I'm there.

16 (Exhibit No. 31 marked for identification.)

17 BY MS. PITTS:

18 Q What is this--

19 A This is an invoice--

20 Q -- this document is?

21 A This is an invoice from BayTech Labels. I
22 don't know if we're still using BayTech, but we used
23 them before to do our labels.

24 Q And how did you find BayTech Label?

25 A I think it was a recommendation through a

1 friend of mine that used to have a printing company
2 here.

3 Q And what labels did they provide?

4 A They made labels. They made the scampi label
5 and the hot and spicy label for us.

6 Q And it says -- who were the labels shipped to?

7 A To me, to my home, Giovanni's Aloha Foods.

8 Q On the invoice though, what does it say?

9 A It says Giovanni's Aloha Foods, LLC, 417
10 Whitfield Avenue, Sarasota, Florida 34243.

11 Q But it was shipped to...

12 A Sorry.

13 MR. MULLARKEY: Objection. Form.

14 A But it was shipped to Hot Wachula's, 201
15 Frontage Boulevard, Bartow Municipal Airport, Bartow,
16 Florida.

17 Q Why was it shipped to Hot Wachula's?

18 A Because they were doing our sauces and they
19 needed the labels so they could put them on the bottles.

20 MS. PITTS: Okay. Now Exhibit 32.

21 (Exhibit No. 32 marked for identification.)

22 BY MS. PITTS:

23 Q Can you identify what this document is?

24 A Yes, it's an invoice from amyhepler.com, who's
25 the lady that created our website for us. She actually

1 was a very dear friend of my son's, and that's how we
2 got to Amy and we've known her for years.

3 She's got a lot of integrity, and she works in
4 Princeton in the art department so she's very good and
5 that's who does our website.

6 Q Okay. The invoice -- the services described
7 in the invoice--

8 A Were for business cards for Giovanni's and
9 labels.

10 Q Did she -- what were the labels--

11 A The labels were--

12 Q The labels she provided, are they the same
13 design that you're using today?

14 MR. MULLARKEY: Objection. Form.

15 A Yes, they are.

16 Q If you scroll down and look through the next
17 few pages of graphic designs--

18 A Yes, they're pictures of--

19 MR. MULLARKEY: Objection. Form.

20 Q Is that an accurate depiction of the graphics
21 that she provided?

22 A Yes, the hot and spicy label, the scampi
23 label. That's very accurate because that's the label.

24 Yes, all these pictures are the labels of the
25 sauces that -- the labels that she makes for us, the

1 scampi marinade and the hot sauce, all of the pictures.

2 Q And this is dated 2010; are you still using
3 these same--

4 A Yes, ma'am, we are.

5 MR. MULLARKEY: Objection. Form. Foundation.

6 MS. PITTS: Exhibit 33.

7 THE WITNESS: Okay.

8 (Exhibit No. 33 marked for identification.)

9 MR. MULLARKEY: What page, Jamie?

10 MS. PITTS: 173.

11 BY MS. PITTS:

12 Q Can you identify this document?

13 A Yes.

14 MR. MULLARKEY: Objection. Foundation.

15 A This is a letter from my attorney, Saccoccio,
16 to Troy Nitsche and--

17 MR. MULLARKEY: Can we hold on for a second.
18 I'm not getting this document. It's not coming
19 through.

20 MS. PITTS: Page 173.

21 MR. MULLARKEY: Yes, for some reason -- let me
22 try something.

23 MS. PITTS: It's JA591 if you want to do it
24 that way.

25 MR. MULLARKEY: Okay, I'm there. Thank you.

1 BY MS. PITTS:

2 Q In 2010, did you approach Mr. Saccoccio for
3 his services?

4 MR. MULLARKEY: Objection. Form.

5 A Yes, I did.

6 Q And why -- why did you go to Saccoccio in
7 2010?

8 A Because I was in Hawaii and brought my wife to
9 the shrimp truck, and Troy came to our table and said to
10 me, "I'm not going to let you get away with what you're
11 doing" because we wrote him a letter telling him that we
12 were going to do a website.

13 Q And this document, Exhibit 33, is that the
14 letter that you're referring to?

15 A Yeah, that's the letter. This is before we
16 went to Hawaii actually. I'm sorry.

17 He sent this letter to inform him what we were
18 doing because I wanted Troy to know. It was not
19 anything out of the asset agreement that I couldn't do.
20 I just wanted to send him the courtesy to let him know
21 what I was doing.

22 Q Did you receive -- or hear back from
23 Mr. Nitsche after this letter was sent?

24 MR. MULLARKEY: Objection. Form.

25

1 BY MR. MULLARKEY:

2 Q John, I didn't hear your answer.

3 A Yeah, I'm reading this thing. Wait a minute.
4 I heard from Troy -- this letter I think was written
5 before I went to Hawaii. I hope I have my timeline
6 right.

7 Then when I got there, that's when the
8 encounter happened where he told me he wasn't going to
9 let me get away with this, and I said I don't know what
10 you're talking about but do whatever you have to do.

11 That was the end of the conversation, and the
12 next thing I notice, he was trademarking all of our
13 trademarks.

14 MS. PITTS: Okay. So turn to Exhibit 34 now.

15 THE WITNESS: 34, okay. I'm at 34.

16 (Exhibit No. 34 marked for identification.)

17 BY MS. PITTS:

18 Q What is this document?

19 A The details--

20 MR. MULLARKEY: Objection. Form. Is this the
21 same document we discussed earlier?

22 THE WITNESS: No.

23 MS. PITTS: No.

24 THE WITNESS: This form is my--

25 MS. PITTS: Dan, the asset purchase -- the

1 Amendment to the Asset Purchase Agreement was
2 attached to--

3 MR. MULLARKEY: Jamie, what page?

4 MS. PITTS: 176.

5 MR. MULLARKEY: Okay.

6 BY MS. PITTS:

7 Q And, John, what does -- can you identify what
8 this document--

9 A Yeah, our trip details when we went to Hawaii,
10 flight plan and all that stuff.

11 Q All right. When did you go to Hawaii?

12 A January 13, 2011.

13 Q And did you visit the truck? Did you visit
14 one of the shrimp trucks--

15 MR. MULLARKEY: Objection. Form.

16 Q -- when you went?

17 A Yes, I visited the Kahuku truck and that's
18 when the incident happened with him telling me that he's
19 not going to let me get away with this stuff.

20 Q What did you -- what was your response when he
21 said that?

22 A I was absolutely shocked because I thought we
23 had a better relationship than that. I said, "Troy, do
24 what you have to do." I went and sat down and that was
25 the end of the conversation, never spoke to the man

1 since.

2 Q And while you were at the truck, did you
3 sample the food?

4 MR. MULLARKEY: Objection. Form.

5 A Yes, I did. My wife had a plate of shrimp.
6 We had a couple of friends with us. I had one or two
7 shrimp and it tasted pretty similar to ours. I don't
8 think it was as good but it was very similar.

9 Q Were there 12 shrimp on the plate?

10 MR. MULLARKEY: Objection. Form.

11 A Yes, same amount of shrimp. It was done
12 exactly the same way as we did it as far as quantity and
13 all that stuff.

14 Q And were the sauces -- were the menu items
15 similar to what you provided?

16 A Yes.

17 MR. MULLARKEY: Objection. Form.

18 BY MS. PITTS:

19 Q What were the menu items that Troy was
20 offering in 2011?

21 MR. MULLARKEY: Objection. Form.

22 A He had the scampi marinade. He had the hot
23 sauce, and he had the lemon butter shrimp -- I can't
24 even remember what name that was, but there was a lemon
25 butter one that we used to sell.

1 Q And did you take pictures while you were there
2 at the truck?

3 A Yes, I did.

4 MR. MULLARKEY: Objection. Form.

5 THE WITNESS: Yes.

6 MS. PITTS: Okay. All right. We can go to 35
7 now.

8 THE WITNESS: Okay. I'm there.

9 (Exhibit No. 35 marked for identification.)

10 BY MS. PITTS:

11 Q And are these -- can you describe to me -- can
12 you identify what these pictures are?

13 MR. MULLARKEY: Objection. Form. Jamie,
14 where are we right now? What page am I on?

15 MS. PITTS: I'm sorry. I accidently closed
16 it. We are on 177 and 178.

17 BY MS. PITTS:

18 Q Are you familiar with these pictures?

19 A Yes, I am. We took these pictures while we
20 were in Hawaii. The first picture is a picture of the
21 truck that Troy uses now.

22 The second picture is of a guy that is a
23 vendor right around the truck, and he did a Giovanni and
24 scampi book, and he wanted to take a picture with me so
25 we did.

1 MR. MULLARKEY: Have these been produced?

2 MS. PITTS: Yes, they have been. You'd be
3 able to see the Bates stamp number, but it's in the
4 black part on the side of the picture.

5 MR. MULLARKEY: Can you send me the Bates
6 number after this?

7 MS. PITTS: Okay, I will.

8 BY MS. PITTS:

9 Q What date were these pictures taken on?

10 MR. MULLARKEY: Objection. Form.

11 A It looks like January 14th is written on here,
12 2011.

13 Q Is that an accurate--

14 A I believe it is, yes, 2011. I mean that's
15 what it says. Date of -- I can't read it that well, but
16 daytime, January 14 at 11:20 in the morning or something
17 like that. Yes, that's accurate.

18 Q After your encounter with Mr. Nitsche, what
19 were your thoughts?

20 MR. MULLARKEY: Objection. Form.

21 A No real thoughts. I didn't understand what he
22 was talking about. We finished our vacation, went home.

23 We checked out our website and to our
24 surprise, we found out that Mr. Nitsche was trademarking
25 or attempting to take all the trademark names and put

1 them in his name, and that's when we got ahold of you.

2 MS. PITTS: Okay. Can you turn to Exhibit 36
3 please.

4 THE WITNESS: Yes, we're there.

5 (Exhibit No. 36 marked for identification.)

6 BY MS. PITTS:

7 Q And do you recognize this document?

8 A I do. This is a document from your law office
9 writing to LuckyU Enterprises and explaining to him that
10 you represent us and some of the dos and don'ts about
11 what his attempt was and so on and so on.

12 Q And did you receive any reply back or did you
13 hear back, after this letter was sent, from Mr. Nitsche?

14 MR. MULLARKEY: Objection. Form.

15 A I guess a little later we started to get some
16 response from his attorneys via you, did we not? I'm
17 not sure exactly. Not from him, himself. No, I didn't
18 hear from him.

19 Q Okay. Did you feel that him filing the
20 application for the trademarks was a breach of your
21 original agreement with him?

22 MR. MULLARKEY: Objection. Form.

23 A Absolutely. I didn't know why he was
24 attempting it. He had no right to try to take these
25 trademarks from me, at least not in my head. So that's

1 why I got ahold of an attorney, you, and proceeded to go
2 forward with this.

3 MS. PITTS: Okay. Exhibit 37.

4 THE WITNESS: All right. I'm looking at it.

5 (Exhibit No. 37 marked for identification.)

6 MR. MULLARKEY: What page are we on, Jamie?

7 MS. PITTS: 182.

8 BY MS. PITTS:

9 Q Can you identify -- are you familiar with this
10 document, John?

11 A Yes, it's a letter of protest filed against
12 the trademark application with a serial number, and it's
13 you protesting for us against Mr. Nitsche trying to take
14 these trademarks.

15 Q And this letter -- what did it -- what did it
16 inform you of?

17 MR. MULLARKEY: Objection. Form. Foundation.

18 A It's a letter of protest and hereby accepted.
19 Your letters of protest are accepted for the records
20 because the submittal evidence is of a type which may be
21 given to an examining attorney for consideration.

22 Q Why were the letters of protest filed in the
23 first place?

24 MR. MULLARKEY: Objection. Form.

25 A Because he tried to file for our trademarks

1 and I don't remember exactly if he got them or not. I
2 don't think he did.

3 And then you had to protest them for us that
4 he was doing them all wrong and he had no right to do
5 them because of our agreement.

6 Q All right. When you received word from the
7 trademark office that they accepted your letter of
8 protest and that they agreed you -- let me go back to
9 that letter.

10 After receiving word from the trademark office
11 that the letters of protest had been accepted, did you
12 feel at that point that you could file trademarks with
13 them?

14 MR. MULLARKEY: Objection. Form. Foundation.

15 A Well, I thought I already had the trademarks
16 to begin with. Then when he tried to file for them and
17 we did in protest, saying he can't do that and they
18 agreed with us, I was elated.

19 And that's as far as I thought it was going to
20 go, but it sure hasn't been that way.

21 MS. PITTS: Let's go to 38.

22 THE WITNESS: Okay. Good.

23 (Exhibit No. 38 marked for identification.)

24 BY MS. PITTS:

25 Q Can you identify what this document is?

1 A Confidential Information and Nondisclosure
2 Agreement, Bodine Specialty Foods. It's like the
3 Wachula thing. It's a nondisclosure agreement.

4 When you sign up with a bottler, you sign one
5 of these so he's not going to steal your recipe. Quite
6 candidly in the industry, they don't do that anyway.
7 All they want to do is make your sauce. They have more
8 integrity than that. That's what this agreement is.

9 Q Why did you approach Bodine Specialty Foods?

10 A Because I wanted him to make my scampi
11 marinade and hot sauce so I could sell it to vendors and
12 so on.

13 Q Okay. And did they start manufacturing your
14 sauces?

15 A Yes, they did.

16 MR. MULLARKEY: Objection. Form.

17 A Yes, they did. They started to manufacture
18 our sauces, the scampi marinade and our hot sauce.

19 Q Okay. And the product that they manufactured
20 for you, did you sell the products to consumers?

21 A Absolutely, on our website and sold it at some
22 fairs and other stuff. Yes, we did sell it.

23 Q And was that the same -- did you also sell the
24 product, the Hot Wachula?

25 A Yes, same sauce.

1 MR. MULLARKEY: Form.

2 A It's all the same scampi marinade. It's all
3 the same.

4 MS. PITTS: Okay. All right. 39.

5 (Exhibit No. 39 marked for identification.)

6 BY MS. PITTS:

7 Q Can you -- are you familiar with this
8 document?

9 A Yes, Electronic Articles of Incorporation.
10 Giovanni's Aloha Food Corp. It's just a filing for a
11 corporation which we did and that's what it is.

12 Q Why did you file or did you file these
13 Articles of Incorporation?

14 A Yes, I did file for them. We received them
15 and we got them because we wanted to have this
16 corporation in the State of Florida for the Giovanni's
17 Foods side of the business.

18 Q All right. And the LLC at this point when you
19 filed these Articles of Incorporation, what happened to
20 the Giovanni's Aloha Foods, LLC?

21 MR. MULLARKEY: Objection. Form.

22 A I think we just retired that one.

23 Q Okay. Why did you do so?

24 MR. MULLARKEY: Objection. Form.

25 A I didn't think at the time we needed it any

1 longer so we just wanted this one corporation for the
2 foods part.

3 Q Okay. Is that business still in operation
4 today?

5 A Which one?

6 Q Giovanni's Aloha Foods, Incorporated.

7 A Yeah, I wouldn't be sitting here if it wasn't.
8 We're here, yes. We're moving along.

9 Q And what products is Giovanni's Aloha Foods,
10 Inc. providing?

11 MR. MULLARKEY: Objection. Form.

12 A Same products as before, the scampi marinade
13 and the hot and spicy sauce. We have it manufactured
14 and we use a commercial kitchen, and we're selling it
15 online and soliciting vendors as well.

16 Q And what is your role at this company?

17 A I guess more of a salesman guy and trying to
18 go out there and get this stuff done.

19 Q Okay. How active are you in the corporation?

20 A I probably put 8 to 10 hours a day in this
21 thing now.

22 Q And the products the company sells -- how does
23 the company sell its products?

24 MR. MULLARKEY: Objection. Form.

25 A On the website that we have and via going to

1 some fairs, setting up a little tent, going out knocking
2 on doors.

3 MS. PITTS: Okay. All right. Can you turn to
4 Exhibit 40.

5 THE WITNESS: I'm there.

6 (Exhibit No. 40 marked for identification.)

7 BY MS. PITTS:

8 Q And are you familiar with this document?

9 A Yes, I am.

10 MR. MULLARKEY: Foundation.

11 A It's a document from KeHe. KeHe is a very
12 large food distributor, and we were trying to get aboard
13 with them and we're still doing that right now.

14 Q Okay. How did you find out about KeHe?

15 MR. MULLARKEY: Objection. Form.

16 A Through one of the directory services online I
17 believe.

18 Q Are you still active with -- with their
19 company?

20 MR. MULLARKEY: Objection. Form.

21 A We're still communicating with them, yes.

22 Q Okay. And the second page of this exhibit --
23 can you explain what this -- what this -- what this is?

24 MR. MULLARKEY: Objection. Form.

25 A I think that was a kind of a price sheet that

1 we gave out to these guys, telling them per case that we
2 would sell it to them for wholesale and price unit on
3 the scampi marinade and our hot sauce.

4 And then they had also a discount if they
5 bought 55 cases and so on and so forth. It's just a
6 price sheet that we sent out.

7 Q Have they purchased any sauces?

8 A No, not yet.

9 MS. PITTS: All right. Exhibit 41.

10 THE WITNESS: 41.

11 (Exhibit No. 41 marked for identification.)

12 BY MS. PITTS:

13 Q Are you familiar with this document?

14 MR. MULLARKEY: Objection. Foundation.

15 A Yes, this is a Notice of Termination from you,
16 and writing a letter to Nitsche or his counsel I guess.

17 Q Why -- why did you -- why was this letter
18 sent?

19 MR. MULLARKEY: Objection. Form.

20 A Well, because obviously when we got the
21 permission to keep our trademarks, he got attorneys.

22 So he lawyered up and he's protesting that and
23 you're protesting back, I guess, and telling him why.

24 Q Prior to this termination letter, had you ever
25 told Mr. Nitsche not to use the Giovanni's marks?

1 A No.

2 MR. MULLARKEY: Objection. Form.

3 A He couldn't file for trademarks, but he could
4 use the trademark while he was in Hawaii certainly.

5 MS. PITTS: Okay. Exhibit 42.

6 THE WITNESS: I'm there.

7 (Exhibit No. 42 marked for identification.)

8 BY MS. PITTS:

9 Q Are you familiar with these picture?

10 A Yes, I am. These pictures are from the Fancy
11 Food Show in Washington, DC that we went to to solicit
12 sales via selling samples of our shrimp scampi and hot
13 sauce.

14 So the idea was to network to see distributors
15 and we're still working on some. It's tougher than I
16 thought it would be, but we're still working on it. But
17 that's what these pictures are all from.

18 Q Okay. And how did you find out about the
19 Fancy Food Show?

20 A Fancy Food Show sends us articles all the time
21 via our website, inviting us to this and that. They're
22 doing one in New York and Gerard Center in the summer
23 but it's too expensive for us.

24 Q While you're at the trade show, what were you
25 doing -- what exactly were you doing at this trade show?

1 MR. MULLARKEY: Objection. Form.

2 A Just what I said. We were giving out samples
3 of our shrimp scampi, telling people how the shrimp
4 would taste if they used our scampi marination and the
5 hot sauce, and talking to vendors and distributors that
6 would come by and handed out a lot of cards and received
7 a lot of cards.

8 Q Were you actually cooking shrimp while you
9 were there?

10 A Yeah, handing out samples. Yeah, cooking it.
11 In the picture you can see the stove, yes.

12 Q And have you had any communication since then
13 with the people that you met there?

14 MR. MULLARKEY: Objection. Form.

15 A Some of them, yeah. We haven't made any home
16 runs with anybody but we still communicate with them.

17 MS. PITTS: All right. And Exhibit
18 Number 43.

19 THE WITNESS: Okay, I'm there.

20 (Exhibit No. 43 marked for identification.)

21 BY MS. PITTS:

22 Q Have you -- are you familiar with these
23 documents, these letters?

24 MR. MULLARKEY: Objection. Foundation.

25 A Yes, I am.

1 Q Are these the same contacts you were referring
2 to that you met at the Fancy Food Show?

3 A Some of them certainly are.

4 Q And why were these letters sent?

5 A Because you followup on people that are
6 interested in your stuff, so you've got to write them a
7 letter so we did. These are follow-up letters on people
8 we spoke to about selling them our sauces.

9 Q And did you send these letters yourself?

10 A Yeah, we mailed them out. I did or Carol did.
11 I'm pretty certain I mailed a lot of them, but it gets
12 done collectively together at home.

13 Q Okay. So have you -- besides the Fancy Food
14 Show, have you done other demonstrations where you've
15 cooked shrimp and let people sample?

16 MR. MULLARKEY: Objection. Form.

17 A Yes. I think we were in Whole Foods. We did
18 a charity event in Bradenton Beach and a couple other
19 ones in St. Pete.

20 You go and those are where you're actually
21 selling your product or at least trying to and selling
22 shrimp plates. So we're cooking and selling that, and
23 we bring sauces with us to sell the sauces as well.

24 MS. PITTS: Okay. Can you turn to Exhibit 44,
25 please.

1 THE WITNESS: I'm there.

2 (Exhibit No. 44 marked for identification.)

3 BY MS. PITTS:

4 Q And what -- are you familiar with this
5 picture?

6 A Yeah, we were setting up for -- I think that's
7 Whole Foods. I'm not a hundred percent sure but I'm
8 pretty certain that it is. And we were setting up and
9 that's a freebie.

10 You let the customers come by like when you go
11 into one of those nice stores where you live and they
12 say you want to try a piece of cheese.

13 We said why don't you try a piece of shrimp
14 and it has our scampi marinade on it. This one has our
15 hot sauce on it. And hopefully they'll like it enough
16 and they can encourage the manager to put it on their
17 shelves.

18 Q Do you remember when you first started doing
19 these demonstrations once you moved to Florida?

20 MR. MULLARKEY: Objection. Form. Foundation.

21 A I guess early in the beginning like we got
22 here in 2009, maybe 2000, 2001, we started doing little
23 places here and there.

24 Q And can you turn to -- what sort of
25 advertising have you -- has -- have you been doing --

1 what kind of advertising for the sauces have you been
2 doing, print advertising?

3 MR. MULLARKEY: Objection. Form.

4 A We're on our website. We advertise on
5 Facebook. Carol does a lot of that, and she sends money
6 in to get a boost in our website and obviously that goes
7 out to more people so we get more responses. We've done
8 something on our next Exhibit 45.

9 MS. PITTS: Go ahead and turn to 45.

10 (Exhibit No. 45 marked for identification.)

11 BY MS. PITTS:

12 Q Are you familiar with this picture?

13 A Yes, I am. It's Gourmet News.

14 MR. MULLARKEY: Objection. Foundation.

15 BY MS. PITTS:

16 Q What is Gourmet News?

17 A Gourmet News was part of the food show we went
18 to and you had to buy an ad and we did. You can see it
19 on the second page. Our ad is in there.

20 Q Okay. And who does Gourmet News -- who is
21 their primary audience, do you know?

22 MR. MULLARKEY: Objection. Form.

23 A Well, it's really a business for the gourmet
24 industry. So it goes out to those kind of people. It
25 advertises plenty of products as you can see on the

1 first page, from all kinds of different vendors. So
2 their audience is pretty vast.

3 Q What made you decide to advertise with them?

4 MR. MULLARKEY: Objection. Form.

5 A It's for every reason I advertise -- to get
6 more sales.

7 MS. PITTS: Okay. And let's see. 46 please.

8 THE WITNESS: All right. I'm on it.

9 (Exhibit No. 46 marked for identification.)

10 BY MS. PITTS:

11 Q And what -- are you familiar with this --
12 these emails?

13 MR. MULLARKEY: Objection. Form. Foundation.

14 A Yes, I'm familiar with them generally but
15 Carol does most of this. It's Facebooking ads and the
16 most recent Facebook payment receipt is below. That's
17 when she does her boosts on Facebook.

18 You get -- I don't know exactly how that
19 works. I know that you can spend money for a boost and
20 your page goes out to more people so more people will
21 get to see your scampi and hot sauce on your website and
22 you'll get more responses by putting a boost into it.
23 So that's what we do. It's for advertising so we can
24 get more sauces sold.

25 Q So are you paying for your Facebook ads?

1 MR. MULLARKEY: Objection. Form.

2 A Yes, the invoice is self-evident. Yes, we pay
3 for it.

4 MS. PITTS: Okay. Exhibit 47.

5 THE WITNESS: Okay.

6 (Exhibit No. 47 marked for identification.)

7 BY MS. PITTS:

8 Q Are you familiar with this document?

9 A Yeah, it's the Waiting Game. It's the gal
10 that comes and does some stuff with Carol and she --
11 it's an advertising company.

12 They sell like a little rag that you might see
13 in a salon or a barber shop. And she puts them all over
14 the place and we put an ad in there for it.

15 Q And what are the advertising -- what's
16 included in the advertising?

17 MR. MULLARKEY: Objection. Form.

18 A What's included in the advertising is a
19 statement about Giovanni's Aloha Foods, what we do, our
20 scampi marinade and our hot sauce.

21 And it's a little flier, almost like what you
22 see at airports when you open up those little newspaper
23 racks and they have all those little circulars in there.
24 That's kind of the magazine it goes in.

25 Q And Specialty Foods -- that was -- you said

1 that was the trade show that you went to; right?

2 A Yes.

3 MR. MULLARKEY: Objection. Form.

4 MS. PITTS: Okay. Go to Exhibit 48.

5 THE WITNESS: I'm on 48.

6 (Exhibit No. 48 marked for identification.)

7 BY MS. PITTS:

8 Q And are you familiar with this document?

9 MR. MULLARKEY: Objection. Foundation.

10 A Yes.

11 Q And what exactly -- what exactly--

12 A It's a news release from when we were going to
13 the Washington, DC food show and it shows Giovanni's
14 Aloha Foods Corp.

15 And they put an ad in that you pay for. It's
16 exhibitor news and press kit that tells you about who's
17 going to be there, and you want to buy an ad and we did.

18 MS. PITTS: Okay. Exhibit 49.

19 THE WITNESS: Got it.

20 (Exhibit No. 49 marked for identification.)

21 BY MS. PITTS:

22 Q So throughout the time that you -- since
23 selling the food truck to Mr. Nitsche, what have your
24 efforts been in franchising additional food trucks on
25 the mainland?

1 MR. MULLARKEY: Objection. Form.

2 A Well, if people go to YouTube and look at the
3 recipes, there's a little indication that if you're
4 interested in a Giovanni's franchise, please contact us.

5 And we've got some calls. We've kind of
6 pulled the reins back only because we want to get
7 through some of the issues with this case. But we have
8 people inquiring about franchising in California and one
9 guy in Washington state so we're still pursuing that
10 obviously.

11 Q And you're still in communication with these
12 people?

13 A Yes.

14 MR. MULLARKEY: Objection. Form.

15 BY MS. PITTS:

16 Q Okay. So Exhibit 49, please look through all
17 of the pages of Exhibit 49 and explain to me how -- how
18 these -- explain to me your knowledge about these
19 documents.

20 MR. MULLARKEY: Objection. Form. Foundation.

21 A I can't remember exactly who sent me this
22 stuff but part of it was the front page of this, Food
23 Trucks are Downtown Sarasota.

24 These guys send this stuff out featuring
25 places where food trucks will be to give you an

1 opportunity to bring your food truck to these locations.
2 And obviously, I don't have a food truck yet so I
3 haven't done it.

4 But we try to stay abreast of this for a
5 couple of reasons. We go visit some of these locations,
6 not only to share some of their food and spend some
7 money, but also to talk to people about our product as
8 well.

9 Q And who is -- on the second page here, who
10 is -- what's depicted on Page 2?

11 MR. MULLARKEY: Objection. Form.

12 A Leonard Bespicola (phonetically), he rents
13 trucks and leases. He has a finance company. He's a
14 friend of mine from New York. So if I wanted to lease a
15 truck, I could go through him.

16 Q Have you spoken to him about leasing a truck?

17 A About a year ago. I haven't talked to him
18 lately about it. We're still trying to put funds
19 together. But he's a guy I could go to for New York
20 locations.

21 Q When did you first meet Mister -- when did you
22 first meet Leonard?

23 A Probably 2009, probably even before that.

24 Q Any connection with -- how did you meet him?

25 MR. MULLARKEY: Objection. Form.

1 A Through -- I was going to lease a truck and I
2 think he was involved with it, and that's how we met,
3 through investigating leasing some trucks that I was
4 going to do something else with.

5 Q Where is he located?

6 A New Jersey in Fort Lee.

7 Q So you've had this contact since you lived in
8 New York?

9 A Yes.

10 Q And have you done business with him before?

11 MR. MULLARKEY: Objection. Form.

12 A Yes.

13 Q When did you first do business with this--

14 MR. MULLARKEY: Objection. Form.

15 A It's irrelevant. I just talked to him about
16 leasing, Jamie. That was in 2009. I didn't physically
17 do any business with him.

18 He became a friend and he's available if I
19 want to lease some trucks. He has food truck as well
20 available and we tried to work some terms out and we
21 haven't done that yet.

22 Q Okay. All these documents -- why have you --
23 why have you held on to them? Why -- what's the purpose
24 behind keeping track of -- keeping track of these sorts
25 of documents?

1 MR. MULLARKEY: Objection. Form.

2 A I don't quite understand the question. Are
3 you talking about all the documents we just went over --
4 why am I keeping them?

5 Q Yeah, I mean I asked you to provide documents
6 for this case. You provided these. Why have you -- why
7 have you hung on to them?

8 MR. MULLARKEY: Objection. Form.

9 A Because it's all part of my business. I mean
10 from bottlers to advertisers to vendors, this is all
11 part, sum and substance, of our business.

12 You need to hold on to this stuff so you can
13 refer back to it or use it or whatever. I like to keep
14 it on record that this company is mine and this is our
15 product, and these are our trademarks. And you've got
16 to refer back to stuff once in a while to let people
17 know that.

18 MS. PITTS: Okay. Have you -- can you turn to
19 51 now.

20 THE WITNESS: I'm at 51.

21 (Exhibit No. 51 marked for identification.)

22 BY MS. PITTS:

23 Q Are you familiar with these photos?

24 A Yes, it's a charity event that we did in
25 Bradenton. Actually what's past Bradenton?

1 MR. MULLARKEY: Jamie, what page are you on?

2 MS. PITTS: This is Page 229.

3 BY MS. PITTS:

4 Q What were you doing at the charity event?

5 A We were selling shrimp plates and selling
6 bottles of sauce there at the charity event.

7 The charity was you contributed so much money
8 and you got the space and a little percentage of your
9 profit went back to the charity so we did it because we
10 figure giving kind of equals receiving.

11 Q So you were selling bottles of sauce?

12 A Our scampi marinade and our hot sauce, and we
13 were selling scampi plates and hot shrimp plates as
14 well.

15 Q So in addition to the actual bottles, you were
16 selling what?

17 MR. MULLARKEY: Objection. Form.

18 A We were selling plates of scampi marinade and
19 plates of shrimp and hot sauce.

20 Q All right. And approximately when was this
21 charity event?

22 A A few years back. I don't remember exactly.

23 Q Approximately how many sales did you make?

24 A It really became a loss. The wine festival
25 was going on the same weekend further on down the island

1 and that absorbed most of the people, so it cost us
2 money actually to do that thing but we still got
3 exposure.

4 MS. PITTS: So there is no Exhibit 50. We can
5 mark that off the list. That was a video and it's
6 hard to have a video exhibit during a deposition.
7 So 51 is the photo from the charity event.

8 BY MS. PITTS:

9 Q Now when you sell sauces on your website, how
10 are these -- how are the sales processed?

11 MR. MULLARKEY: Objection. Form.

12 A They go through PayPal and somebody orders
13 something and we get a -- something shows up on our
14 website or on our email and says, hey, you got an order.
15 And then we go to our PayPal account to our website and
16 find out who is requesting what and that's how it
17 starts.

18 MS. PITTS: Okay. Can you turn to
19 Exhibit 52, please.

20 THE WITNESS: I'm at it.

21 (Exhibit No. 52 marked for identification.)

22 BY MS. PITTS:

23 Q Are you familiar with what this document is?

24 MR. MULLARKEY: Objection. Foundation.

25 A This is our PayPal account. It's

1 transactions. All these papers that are in here are all
2 transactions on our PayPal account.

3 Q Is this an accurate depiction of -- is this an
4 accurate list of examples of sales?

5 MR. MULLARKEY: Objection. Foundation. Form.

6 A Yes, ma'am.

7 Q Okay. And if you go to the last page of this
8 exhibit...

9 A Okay. I'm there.

10 Q How far back do these sales go?

11 MR. MULLARKEY: Objection. Form.

12 A I would think it's 2009 or 2010. I believe
13 the profit and loss statement started about 2010
14 according to what I see here.

15 MS. PITTS: Okay. So go ahead and turn to
16 Exhibit 53.

17 THE WITNESS: I don't have 53. This is 53.
18 Excuse me. You already got me there. That's the
19 P&L.

20 (Exhibit No. 53 marked for identification.)

21 BY MS. PITTS:

22 Q And did you -- did you generate -- does your
23 company -- is this an accurate -- what does this
24 reflect?

25 MR. MULLARKEY: Objection. Form. Foundation.

1 A It an expense sheet for Giovanni's Aloha
2 Foods. Yes, it's pretty accurate to the best of my
3 ability, yeah.

4 Q And who keeps track of -- who keeps track --
5 who enters in this data?

6 MR. MULLARKEY: Objection. Form.

7 A Carol does most of it. I mean we do it
8 together but she's a typist and I'm not, so she does
9 most of that on whatever document page she uses.

10 I oversee it. I know what's going on. I'm
11 not bad with numbers but when you got to put it on that
12 page, she does it before I do it.

13 Q Is this kept in the regular course of your
14 business?

15 A Say that again.

16 Q In the regular course of your business, do you
17 keep these kinds of records?

18 A Yes, absolutely.

19 Q And if you go through it, each one of these
20 years starting with 2010, is this an accurate reflection
21 of the business?

22 ■ ■■■■■ ■■■■ ■■■ ■■■■■ ■■■ ■■■■■

23 MR. MULLARKEY: Objection. Form. Foundation.

24 THE WITNESS: Can we go off the record for a
25 minute?

1 MR. MULLARKEY: Sure.

2 MS. PITTS: Yes.

3 (Off the record.)

4 MR. MULLARKEY: Jamie, you're done?

5 MS. PITTS: For right now.

6 CROSS EXAMINATION

7 BY MR. MULLARKEY:

8 Q Mr. Aragona, did you bring any documents with
9 you to the deposition?

10 A I brought -- this was an all sealed package I
11 brought here for the stenographer.

12 Q Okay. And those sealed documents were the
13 exhibits that were used in this deposition?

14 A Yes, sir.

15 Q Were there any other documents that you
16 referred to during the deposition?

17 A No.

18 Q Did you speak with counsel about the
19 deposition beforehand?

20 A She gave me a little bit of background. We've
21 been going through this stuff for the last year so I
22 knew a lot of it.

23 Q -- what documents she was going to ask you
24 about?

25 A Yes.

1 MR. MULLARKEY: Okay. I guess I don't have
2 any other questions for you, Mr. Aragona.

3 Jamie, do you have anything?

4 MS. PITTS: Nope, I'm good.

5 MR. MULLARKEY: Okay. I would just like to
6 make a statement though that petitioner will move
7 to strike improper testimony based on our
8 objections throughout the deposition. That's all I
9 have.

10 COURT REPORTER: Does somebody want to do read
11 or waive?

12 MS. PITTS: Read please.

13

14 THEREUPON, this deposition of Mr. Aragona was
15 concluded at 1:35 p.m.

16

17 NOTE: The original and one copy of the
18 foregoing deposition will be held by Ms. Pitts; a copy
19 to Mr. Mullarkey.

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DEPONENT'S ERRATA SHEET
AND SIGNATURE INSTRUCTIONS

The original of the Errata Sheet has been delivered to John Aragona, 417 Whitfield Avenue, Sarasota, FL, 34243.

When the Errata Sheet has been completed by the deponent and signed, a copy thereof should be delivered to each party of record and the ORIGINAL delivered to Ms. Pitts, to whom the original deposition transcript was delivered.

INSTRUCTIONS TO DEPONENT

After reading this volume of your deposition, indicate any corrections or changes to your testimony and the reasons thereof on the Errata Sheet supplied to you and sign it. DO NOT make marks or notations on the transcript volume itself.

REPLACE THIS PAGE OF THE TRANSCRIPT WITH THE COMPLETED AND SIGNED ERRATA SHEET WHEN RECEIVED.

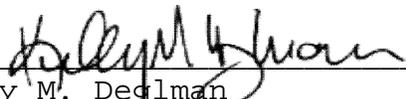
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CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I, the undersigned authority, hereby certify
that the witness named herein personally appeared before
me and was duly sworn on the 11th day of December, 2014.

WITNESS my hand and official seal this 27th
day of December, 2014.



Kelly M. Deglman
Notary Public - State of Florida
My Commission No.: FF 084878
Expires: 2/05/2018



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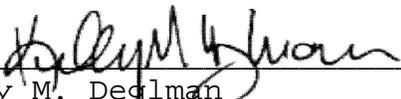
REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I, Kelly M. Deglman, Certified Court Reporter and Notary Public in and for the State of Florida at large, hereby certify that the witness appeared before me for the taking of the foregoing deposition and that I was authorized to and did stenographically and electronically report the deposition and that the transcript is a true and complete record of my stenographic notes and recordings thereof.

I FURTHER CERTIFY that I am neither an attorney nor counsel for the parties to this cause, nor a relative or employee of any attorney or party connected with this litigation, nor am I financially interested in the outcome of this action.

DATED THIS 27th day of December, 2014, at Sarasota County, Sarasota, Florida.



Kelly M. Deglman
Court Reporter

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177 89:16
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 54:1,5
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Exhibit ①

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

In the matter of Trademark Registration No. 4220686
Mark: GIOVANNI'S ALOHA FOODS
Registration Date: October 9, 2012

In the matter of Trademark Registration No. 4224400
Mark: GIOVANNI'S SCAMPI MARINADE
Registration Date: October 16, 2012

In the matter of Trademark Registration No. 4232569
Mark: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
Registration Date: October 30, 2012

In the matter of Trademark Registration No. 4248595
Mark: GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
Registration Date: November 27, 2012

LuckyU Enterprises, Inc.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92057023
)	
John "Giovanni" Aragona,)	
)	
Registrant.)	

SECOND AMENDED NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that on Thursday December 11th, 2014, Registrant, John "Giovanni" Aragona, will take the testimony deposition upon oral examination of John Aragona at 10:00AM EST at the offices of Sclafani Williams located at 1800 Second St., Ste. #875, Sarasota, FL 34236 before an officer authorized to administer oaths.

You are invited to attend and cross-examine.

EXHIBIT *FILED*
|
ARAGONA 12-11-14

Date: December 9, 2014

Respectfully submitted,

s/Jamie N. Pitts

Jamie N. Pitts

Florida Bar No. 72632

The Law Office of Jamie N. Pitts, Esq.

887 W Marietta Street, NW

Ste. M-105

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(941) 893-7751– telephone

(855) 224-7819– facsimile

Email: jamiempitts@jnplawfirm.com

Counsel for Registrant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing **NOTICE OF DEPOSITION** was served on December 9, 2014 to Petitioner's counsel via U.S. Mail with a courtesy copy sent via email as follows:

Jennifer Fraser
NOVAK DRUCE CONNOLLY BOVE & QUIGG LLP
1875 Eye Street, N.W.
Eleventh Floor
Washington, D.C. 20006

Jennifer.fraser@novakdruce.com
Daniel.mullarkey@novakdruce.com

s/Jamie N. Pitts
Jamie N. Pitts

Exhibit 2

In the matter of Trademark
Trial and Appeal Board
Cancellation No. 92057023

John Aragona Deposition
Exhibit 2
Exhibit Offered by Respondent
12/11/14





GIOVANNIS
ORIGINAL
WHITE
SHRIMP
TRUCK

GIOVANNI'S
ORIGINAL
WHITENESS
FILM

W. R. PEDRO
PHOTO

WIRELESS
PHOTOGRAPHY
KODAK
SALES

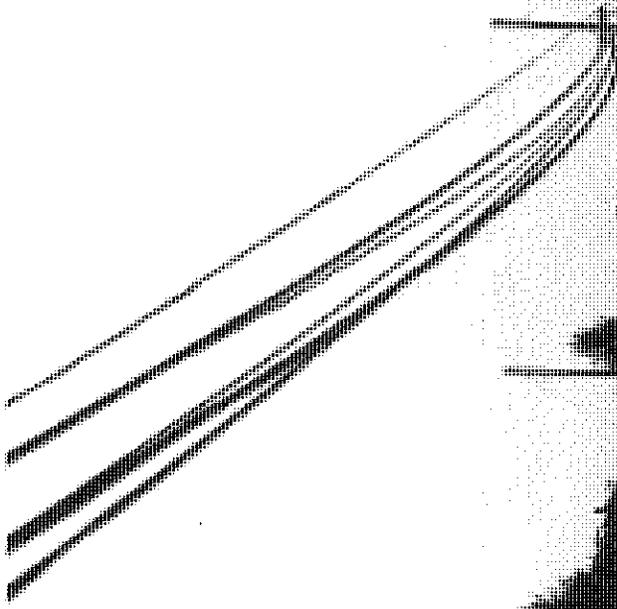
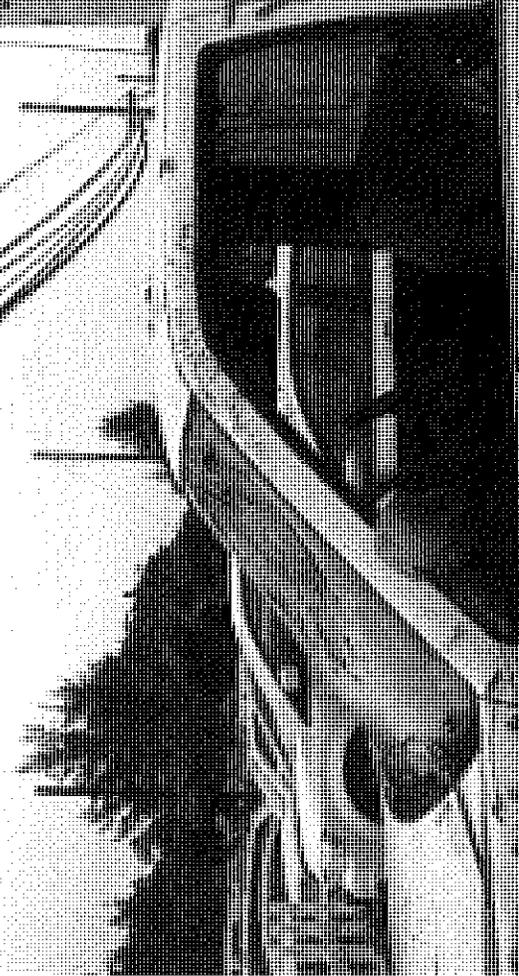


Exhibit ③

Cancellation No. 92057023
John Aragona Deposition
Exhibit 3
Exhibit Offered by Respondent
12/11/14



ESTTA Tracking number: **ESTTA531098**

Filing date: **04/08/2013**

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

Petition for Cancellation

Notice is hereby given that the following party requests to cancel indicated registration.

Petitioner Information

Name	LuckyU Enterprises, Inc., dba Giovanni's Original White Shrimp Truck		
Entity	Corporation	Citizenship	Hawaii
Address	57-120 Lalo Kuilim Way #12 Kahuku, HI 96731 UNITED STATES		

Attorney information	Jason A. Cody Novak Druce Connolly Bove + Quigg, LLP 1875 Eye Street, NW Eleventh Floor Washington, DC 20006 UNITED STATES jason.cody@novakdruce.com, trademark@novakdruce.com, daniel.mullarkey@novakdruce.com Phone:2023317111		
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Registrations Subject to Cancellation

Registration No	4232569	Registration date	10/30/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1994/01/01 First Use In Commerce: 1994/02/01 All goods and services in the class are cancelled, namely: Mobile restaurant services

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
False suggestion of a connection	Trademark Act section 2(a)		
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Priority and likelihood of confusion	Trademark Act section 2(d)		
Registration No	4220686	Registration date	10/09/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 043. First Use: 1997/06/01 First Use In Commerce: 1997/06/01
All goods and services in the class are cancelled, namely: Food preparation services

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
False suggestion of a connection	Trademark Act section 2(a)		
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Priority and likelihood of confusion	Trademark Act section 2(d)		
Registration No	4224400	Registration date	10/16/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01
All goods and services in the class are cancelled, namely: Marinades

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
False suggestion of a connection	Trademark Act section 2(a)		
<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)		
Abandonment	Trademark Act section 14		
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14		
Priority and likelihood of confusion	Trademark Act section 2(d)		
Registration No	4248595	Registration date	11/27/2012
Registrant	Aragona, John "Giovanni" 417 Whitfield Ave. Sarasota, FL 34243 UNITED STATES		

Goods/Services Subject to Cancellation

Class 030. First Use: 1994/01/01 First Use In Commerce: 1994/02/01
All goods and services in the class are cancelled, namely: Hot sauce

Grounds for Cancellation

Deceptiveness	Trademark Act section 2(a)		
False suggestion of a connection	Trademark Act section 2(a)		

<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Abandonment	Trademark Act section 14
The registration is being used by, or with the permission of, the registrant so as to misrepresent the source of the goods or services on or in connection with which the mark is used.	Trademark Act section 14
Priority and likelihood of confusion	Trademark Act section 2(d)

Marks Cited by Petitioner as Basis for Cancellation

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

U.S. Application/ Registration No.	NONE	Application Date	NONE
Registration Date	NONE		
Word Mark	GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872 ; filed on April 8, 2013)		
Goods/Services	International Class 043: Providing food and drink; providing food and drink via a mobile truck; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises; serving food and drinks		

Attachments	Consolidated Petition for Cancellation with appendix (FINAL).pdf (48 pages)(4462887 bytes)
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Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/Daniel P. Mullarkey/
Name	Daniel P. Mullarkey
Date	04/08/2013

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

In the Matter of Registration No. 4232569
Issued: October 30, 2012

In the Matter of Registration No. 4220686
Issued: October 9, 2012

In the Matter of Registration No. 4224400
Issued: October 16, 2012

In the Matter of Registration No. 4248595
Issued: November 27, 2012

LuckyU Enterprises, Inc.)	
)	
Petitioner)	
)	
v.)	Cancellation No. _____
)	
John Aragona)	
)	
Registrant)	

CONSOLIDATED PETITION FOR CANCELLATION

LuckyU Enterprises, Inc. (hereinafter "Petitioner" or "LuckyU"), a Hawaiian corporation, having its principal place of business at 57-120 Lalo Kuilim Way #12, Kahuku, Hawaii 96731, believes that it is being damaged by Registration Nos. 4232569, 4220686, 4224400, and 4248595, and hereby petitions to cancel same.

The grounds for cancellation are as follows:

Petitioner's Business and Rights in the GIOVANNI'S Marks

1. In 1997, Petitioner's predecessor in interest, Nitsche Enterprises, Inc. (hereinafter collectively referred to a "Petitioner"), purchased from Registrant John Aragona and his previous wife Connie Aragona (hereinafter collectively referred to as the "Aragonas") a retail food business, which had been selling cooked shrimp from a lunch truck in Hawaii since approximately 1993 or 1994 under the name "Giovanni's Aloha Shrimp."

2. The Asset Purchase Agreement (the "Agreement") assigned all assets of the business to Petitioner, including, *inter alia*, the original white shrimp truck and rights to the trade name "Giovanni's Aloha Shrimp" within the state of Hawaii. (A true and accurate copy of the Agreement is annexed hereto as Appendix A.)

3. The Asset Purchase Agreement also contemplated a future arm's length supplier relationship, whereby Petitioner would obtain sauces and marinades from the Aragonas to the extent they could maintain adequate supply.

4. Shortly after selling Petitioner the shrimp truck business, the Aragonas formed Giovanni's Aloha Foods to supply sauces and marinades. It quickly became apparent the Aragonas were incapable of running the business on their own, and so members of Petitioner, Troy Nitsche and James Goodrich, invested in, became 50% owners in, and eventually had to run, and then shut down the failed company after the Aragonas abandoned operations.

5. In August 2001, Mrs. Aragona, with the help of three hired assailants, attacked Mr. Nitsche, pistol-whipped him, pointed a gun at his head, and threatened him and his family if he did not sign over the papers to the shrimp truck business; that same day, they stole Petitioner's cash box containing \$3,500.

6. Mrs. Aragona was convicted of robbery, kidnapping, and theft, and remains in prison for her crimes against Mr. Nitsche and Petitioner.

7. After abandoning the failed Giovanni's Aloha Foods, Mr. Aragona disappeared from the scene for a decade.

8. During this time, and despite all of the problems caused by the Aragonas, Petitioner's shrimp truck business took off and became exponentially more successful than ever before.

9. Opposer and/or its predecessors adopted and used, and Opposer continues to use and have prior rights in, *inter alia*, the following marks (collectively referred to as Petitioner's "GIOVANNI'S

Marks”):

GIOVANNI’S ALOHA SHRIMP

GIOVANNI’S SHRIMP TRUCK

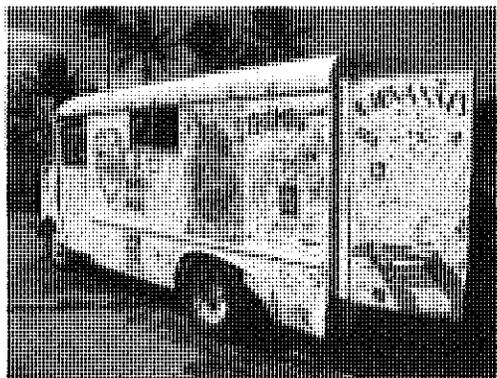
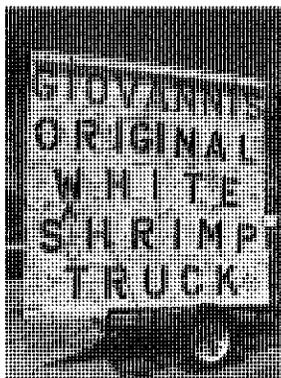
GIOVANNI’S ORIGINAL WHITE SHRIMP TRUCK

10. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI’S ALOHA SHRIMP in connection with the sale of shrimp and related food from its shrimp trucks. The Asset Purchase Agreement states Petitioner agrees not to register the trade name “Giovanni’s Aloha Shrimp” outside of the state of Hawaii, and Petitioner has never done so.

11. Since buying the business in 1997, Petitioner has owned and continuously used the mark GIOVANNI’S SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

12. Since at least as early as March 1, 1998, Petitioner adopted and has owned and continuously used the mark GIOVANNI’S ORIGINAL WHITE SHRIMP TRUCK in connection with the sale of shrimp and related food from its shrimp trucks.

13. Petitioner advertises its shrimp truck business in connection with Petitioner’s GIOVANNI’S Marks through, *inter alia*, its website located at www.giovanisshrimptruck.com, signage on the property (such as the signage depicted below), and the Giovanni’s Original White Shrimp Truck, which resides on the property (as depicted below):



14. Since Petitioner took over in 1997, its shrimp truck business grew from annual sales of approximately \$25,000 to a multi-million dollar business with multiple locations and over thirty employees dedicated to providing the highest quality food and food services in connection with Petitioner's GIOVANNI'S Marks.

15. Due to Petitioner's advertising and sales, word of mouth advertising by customers, and unsolicited third party recognition by the media and food magazines and critics, such as Saveur Magazine, consumers have come to recognize Petitioner's GIOVANNI'S Marks as a singular indication of origin, as a consequence of which Petitioner has established valuable goodwill and exclusive rights in its marks.

16. In addition to common law rights in Petitioner's GIOVANNI'S Marks, Petitioner also owns federal applications for the marks GIOVANNI'S SHRIMP TRUCK (Serial No. 85897872) and GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK (Serial No. 85897861), both for food truck and related restaurant services.

Registrant's Fraudulent Activities and Registrations

17. Appreciating that Petitioner's business has achieved immense success, Mr. Aragona has now resurfaced, after a decade, in an attempt to improperly capitalize on Petitioner's hard-earned goodwill through fraudulent and deceptive conduct that suggests a false connection with Petitioner and through misuse of fraudulently obtained registrations.

18. Each of the marks for which Registrant obtained a fraudulent registration appears on Registrant's website, located at www.giovanissauces.com, in close proximity to a picture of one of Petitioner's distinctive shrimp trucks. In fact, each and every page of Registrant's website prominently features a picture of Petitioner's shrimp truck and the following advertising language intended to suggest a false association or affiliation with, or endorsement by, Petitioner: "What began as an unknown shrimp truck on Oahu's North Shore – Became a Legend!" (A true and accurate copy of

screenshot printout of Registrant's Home Page, located at www.giovanissauces.com, is annexed hereto as Appendix B.)

19. Registrant's website also prominently features putative customer comments about Registrant, which really refer to Petitioner's shrimp truck business, such as the following statements:

"Our friend told us to stop at the 'White Shrimp Truck' in Kahuku, and we're glad we did!"

"We really enjoyed dining daily at the white shrimp truck, during our recent vacation."

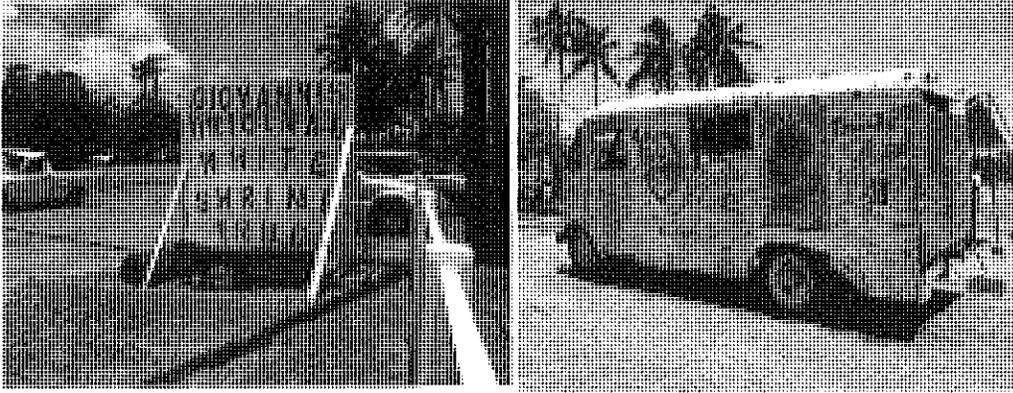
(A true and accurate copy of a printout of Registrant's About Us page, located at www.giovanissauces.com/about, is annexed hereto as Appendix C.)

20. Registrant's website and advertising materials were intentionally designed to create the false impression that Registrant is somehow affiliated with Petitioner and attempt to trade off the goodwill associated with Petitioner's GIOVANNI'S Marks and shrimp truck business.

21. Registrant's fraudulently procured registrations further manifest his intent to deceive the USPTO and consumers as to a false relationship with Petitioner.

22. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for mobile restaurant services (U.S. Registration No. 4232569), claiming a date of first use in commerce of February 1, 1994.

23. The specimen of use Registrant submitted with its application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK depicts a picture of Petitioner's sign located on Petitioner's business premises. The specimen of use also depicts Petitioner's original shrimp truck, which is well-known and famously referred to as "Giovanni's Original White Shrimp Truck." This truck was specifically itemized as an asset assigned and transferred to Petitioner in Exhibit A to the Asset Purchase Agreement. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix D, and depicted below.)



24. In the application for GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant falsely describes the specimen of use as follows: "Photo of Giovanni's Original White Shrimp Truck and Sign."

25. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner's sign bearing Petitioner's mark and advertising Petitioner's business, or use a photo of Petitioner's shrimp truck, in connection with Registrant's business. Petitioner also never authorized or otherwise gave permission to Registrant to use or register the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, which is identical to the mark in which Petitioner has prior rights.

26. Registrant has never used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services.

27. Registrant has not continuously or exclusively used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services since February 1, 1994.

28. In the alternative, to the extent Registrant ever used the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in connection with mobile restaurant services, Registrant abandoned any such rights.

29. In procuring the application which matured into Registration No. 4232569 of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to

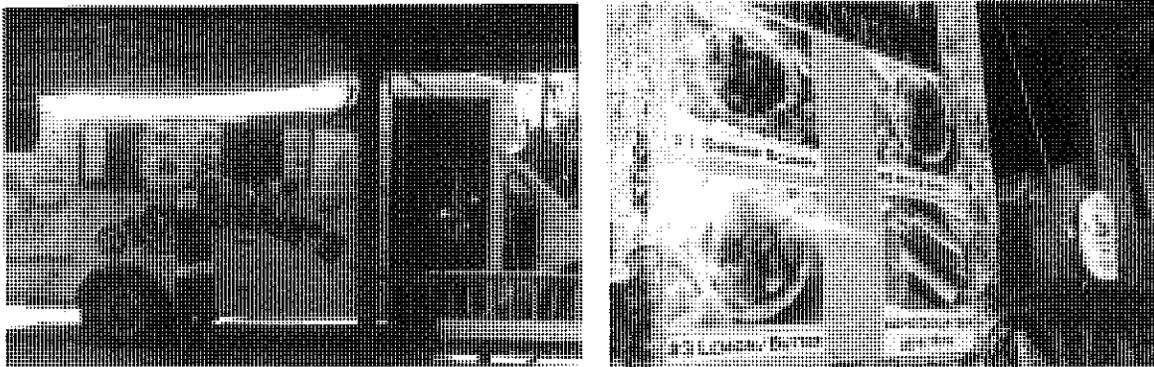
the source of goods sold under the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK.

30. Registrant's use of the identical mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK for identical mobile restaurant services is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

31. Registrant's use of the mark GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK in the manner described above also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

32. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S ALOHA FOODS for food preparation services (U.S. Registration No. 4220686), claiming a date of first use in commerce of June 1, 1997.

33. The specimen of use Registrant submitted with its application for GIOVANNI'S ALOHA FOODS depicts no less than five pictures of Petitioner's shrimp truck. (A true and accurate copy of this specimen printed from the United States Patent and Trademark Office's (USPTO) Trademark Document Retrieval (TDR) system is annexed hereto as Appendix E.) In fact, a couple of the images in the specimen of use actually show Petitioner's food for sale from Petitioner's shrimp truck, as can be seen below:



34. In the application for GIOVANNI'S ALOHA FOODS, Registrant falsely describes the

specimen of use, in part, as follows: "Pictures of the Giovanni's Aloha Foods Original White Shrimp Truck."

35. Petitioner never authorized or otherwise gave permission to Registrant to depict Petitioner's shrimp truck or food sold by Petitioner, or to use a photo of Petitioner's shrimp trucks, in connection with Registrant's business. Neither did Petitioner authorize or otherwise give permission to Registrant to create a false impression of an association or affiliation with, or endorsement by, Petitioner.

36. Registrant has not continuously or exclusively used the mark GIOVANNI'S ALOHA FOODS in connection with food preparation services since June 1, 1997.

37. At most, Registrant was permitted to use the mark GIOVANNI'S ALOHA FOODS until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S ALOHA FOODS.

38. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S ALOHA FOODS, or to use the mark in the manner described herein.

39. In procuring the application which matured into Registration No. 4220686 of the mark GIOVANNI'S ALOHA FOODS, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S ALOHA FOODS and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

40. Registrant's use of the mark GIOVANNI'S ALOHA FOODS for food preparation services, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

41. Registrant's use of the mark GIOVANNI'S ALOHA FOOD in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

42. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S SCAMPI MARINADE for marinades (U.S. Registration No. 4224400), claiming a date of first use in commerce of February 2, 1994.

43. Registrant has not continuously or exclusively used the mark GIOVANNI'S SCAMPI MARINADE in connection with marinades since February 2, 1994.

44. At most, Registrant used the mark GIOVANNI'S SCAMPI MARINADE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S SCAMPI MARINADE.

45. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S SCAMPI MARINADE, or to use the mark in the manner described herein.

46. In procuring the application which matured into Registration No. 4224400 of the mark GIOVANNI'S SCAMPI MARINADE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S SCAMPI MARINADE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

47. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE for marinades, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

48. Registrant's use of the mark GIOVANNI'S SCAMPI MARINADE in the manner described

herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

49. On September 21, 2011, Registrant filed an application for registration of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce (U.S. Registration No. 4248595), claiming a date of first use of February 2, 1994.

50. Registrant has not continuously or exclusively used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in connection with hot sauce since February 2, 1994.

51. At most, Registrant used the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE until sometime in 2001 when he abandoned the company Giovanni's Aloha Foods—a company in which Registrant owned a 25% share and Petitioner's members collectively owned a 50% share—and his right to use the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE.

52. Neither Petitioner nor its members ever gave Registrant permission to recommence use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, or to use the mark in the manner described herein.

53. In procuring the application which matured into Registration No. 4248595 of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE, Registrant knowingly provided false and misleading statements and information concerning its use and ownership of the mark, including a false and misleading declaration signed by Jamie Pitts, with the intent to deceive the USPTO and the public as to the source of goods sold under the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE and to knowingly misappropriate Petitioner's valuable goodwill and exclusive rights in Petitioner's GIOVANNI'S Marks.

54. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE for hot sauce, in the manner described herein, is likely to cause confusion, to cause mistake, or to deceive within the meaning of Section 2(d) of the Federal Trademark Act.

55. Registrant's use of the mark GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE in the manner described herein also is deceptive and falsely suggests a connection with Petitioner within the meaning of Section 2(a) of the Federal Trademark Act.

56. Beginning in May 2011, Registrant sent a letter to Petitioner making false ownership claims in the above-marks for which Registrant obtained fraudulent registrations in an attempt to cause Petitioner to license use of the marks from Registrant.

57. In February 2013, Registrant repeated this attempt to extort a license from Petitioner, relying on misstatements of fact and law and otherwise misusing its fraudulently procured trademarks to thwart competition and lawful and fair uses of Petitioner's GIOVANNI'S Marks.

58. For all of the reasons set forth above, Petitioner is being damaged by the continued existence of Registration Nos. 4232569, 4220686, 4224400, and 4248595, and the business and goodwill of Petitioner is further damaged in that said registrations tend to create or maintain statutory rights in violation and derogation of the established rights of Petitioner.

WHEREFORE, Petitioner prays that judgment be entered herein canceling U.S. Trademark Registration Nos. 4232569, 4220686, 4224400, and 4248595, and for such other and further relief that may be just and proper.

The requisite filing fee for this Consolidated Petition for Cancellation is submitted herewith.

* * *

Respectfully submitted,



Jason A. Cody
Jay Guiliano
Daniel P. Mullarkey
NOVAK DRUCE CONNOLLY
BOVE & QUIGG LLP
1875 Eye Street, N.W.
Eleventh Floor
Washington, D.C. 20001
(202) 659-0100

Attorneys for Petitioner
LuckyU Enterprises, Inc.

Dated: April 8, 2013

Certificate of Service

This is to certify that on this 8th day of April 2013, a copy of the foregoing Consolidate Petition for Cancellation and exhibits were mailed by First Class mail, postage prepaid, to the following attorney of record:

Jamie Pitts
The Law Offices of Jamie N. Pitts, Esq., P.A.
542 Columbia Ct.
Sarasota, Florida 34236-7124
941-893-7751
jamiempitts@gmail.com

/Daniel Mullarkey/

APPENDIX A

Revised 11/4/97

ASSET PURCHASE AGREEMENT

JW
FW

THIS ASSET PURCHASE AGREEMENT is made this 7 day of ^{November} ~~October~~,

1997, by and between JOHN ARAGONA AND CONNIE ARAGONA, whose business and post office address is 59-614 KAWA PL HALEIWA HI 967

(hereinafter referred to as "Seller") and NITSCHÉ ENTERPRISES, INC., a Hawaii corporation, whose business and post office address is 57-120 Lalo Kūiima Way, Kahuku, HI 96731 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, the Seller is the present owner of that sole proprietorship known as "Giovanni's Aloha Shrimp", which is a retail food business specializing in the sale of cooked shrimp lunches from a lunchwagon at locations in Kahuku and Haleiwa;

④

WHEREAS, the Buyer desires to purchase and the Seller desires to sell a portion of the assets of the business operated by Seller, known as "Giovanni's Aloha Shrimp", and Buyer desires to purchase the exclusive rights in the State of Hawaii, to (a) use the name "Giovanni's Aloha Shrimp", (b) use for the purposes of selling food either retail or wholesale, the Giovanni's Scampi and Giovanni's Hot and Spicy shrimp sauces (the Seller shall retain the right to sell and market Giovanni's Scampi, and Hot and Spicy shrimp sauces only for retail sales), and (c) sell shrimp at retail or wholesale using the present recipe that Seller has for Giovanni's Aloha Shrimp Scampi and Giovanni's Aloha Shrimp Hot and Spicy; and

WHEREAS, Seller desires to assign and Buyer is willing to accept the assignment for that lease that the Seller presently has at two sites situate in Kahuku and Haleiwa and at an additional site in Kahuku which the Seller presently uses to prepare his food; and

WHEREAS, the parties to this Agreement desire to set forth in writing their agreement regarding the purchase of all of the assets of "Giovanni's Aloha Shrimp", subject only to the exclusions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of monies exchanged, the parties hereby agree to the following:

1. Asset Purchase and Assignment of Lease.

The Seller agrees to sell and the Buyer agrees to purchase from the Seller, all of those assets of the Seller that are specifically listed in Exhibit "A" attached herein as made a part hereof. All such assets shall be transferred to the Buyer by the Seller in good condition at the time of closing. The obligation of the Buyer to buy the assets of the Seller as described in Exhibit "A" are contingent upon the fulfillment of the contingencies set forth in Paragraph 3 herein. The Seller also agrees, as an integral part of this Agreement, to assign to Buyer the rights and obligations of the Tenant or Lessee in that certain leases for (a) that property situate in Haleiwa where Seller presently operates a lunchwagon, (b) that property situate in Kahuku, at the site of the former Ahi's restaurant, where Seller presently operates a lunchwagon, and (c) that property situate in Kahuku (said property is a part of the same property that the Seller presently uses to operate his lunchwagon) that is presently used as the preparation room for the preparation of the food.

2. Consideration

The Buyer agrees to pay the Seller the sum of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00), which shall be paid into escrow at Closing. This sum shall be paid as follows:

A. A deposit of FIVE THOUSAND DOLLARS (\$5,000.00), which shall be deposited into escrow upon execution of this document. This deposit shall be fully refundable until November 21, 1997 or until all of the contingencies in Paragraph 3 are met. Any interest on this deposit shall be credited to the Buyer.

B. The balance to be paid to escrow at closing.

3. Contingencies.

The obligations of the Buyer under this Agreement are contingent upon the following being met on the dates specified herein:

A. This Agreement is contingent upon the Buyer and Seller obtaining consent from the landlord on both leases, that is the lease for the Kahuku property and the lease for the Haleiwa property, to assign the rights and obligations of the Tenant or Lessee in both leases to the Buyer or to Troy Nitsche. This Agreement is also contingent on the Buyer obtaining a three year lease for the Kahuku site and the lease terms for said site being and monthly rent of EIGHT HUNDRED DOLLARS (\$800.00) with annual rent increases of TEN PERCENT (10%) of the previous year's rent. The Buyer and Seller shall cooperate in obtaining said consent, but it shall be the sole responsibility of the Seller to obtain the consents from both landlords prior to Closing. The consent, including but not limited to the provision that the Kahuku lease is a three year lease along with the stated lease

terms, shall be obtained by 5:00 p.m. on Friday, November 21, 1997. If said consent is not obtained by said date and time, this offer shall be null and void and all deposits shall be returned by the Seller to the Buyer immediately.

B. This Agreement is contingent upon the Seller conveying to the Buyer all of the equipment listed in Exhibit "A" attached, hereto, without any liens or encumbrances.

~~B/C~~ C. This Agreement is contingent upon the Seller and Buyer jointly owning the State of Hawaii trademark registration to the name "Giovanni's Aloha Shrimp". The Seller shall, prior to closing, provide the Buyer with evidence that said trade name is registered by the Seller in the State of Hawaii.

D. This Agreement is contingent upon the Buyer obtaining financing for the purchase price. The Buyer shall notify the Seller on or before 5:00 p.m. on Friday, November 21, 1997, if the Buyer has been able to obtain financing. If the Buyer is not able to obtain financing, then the Buyer may cancel this Agreement and receive a full refund of all deposits.

E. The obligations of the parties under this Agreement are contingent upon the Seller passing a Department of Health Inspection on the Date of Closing. If the applicable sites do not pass the Department of Health Inspection on said date, then the Closing shall be delayed until such time that the Seller does pass said inspection. If said inspection is not passed within thirty (30) calendar days of the scheduled Date of Closing, then this agreement shall be canceled, the buyer shall receive a full refund of any deposits, and all obligations by and between the parties shall be null and void.

4. Closing Date.

The Closing Date of this Asset Purchase Agreement shall be ~~Friday,~~
December 15, 1997
~~November 28, 1997.~~ Escrow shall be with Island Title, the escrow officer shall be Nina Arakawa.

(Handwritten initials: JVA, JPA, JK)

5. Representations of Seller to Buyer.

The Seller makes the following representations regarding the assets being transferred to the Buyer:

A. Seller represents they are the sole owner of the assets listed in Exhibit "A" and that they will have the right and authority to sell and deliver the same in accordance with this Agreement and that the Seller will, pursuant to this Agreement, transfer valid legal title of all the assets listed in Exhibit "A", free and clear of all liens, encumbrances and claims of every kind.

B. Seller will at the request of Buyer, execute and deliver to Buyer all such further assignments, endorsements and other documents as the Buyer may reasonably request to complete such sale of the assets listed in Exhibit "A".

C. The Seller hereby covenants with the Buyer that he has not placed any mortgage or any other liens upon said assets listed in Exhibit "A".

D. Seller represents that they are a lessee as to both the Kahuku property (both areas) and the Haleiwa property that are described herein and that they have the right to occupy the leased premises at both sites and that as of the date of this Agreement no legal action has been taken against them for summary possession or any removal from either premises.

E. Seller is the only individual or entity that owns any rights to the Giovanni's Scampi, and Giovanni's Hot and Spicy Sauces and the Seller has the full right to contract with the Buyer as to any agreement regarding restricting the sale and use of said sauces.

F. Seller represents that there are no actions, proceedings, or investigations pending or, to the knowledge of the Seller, threatened or affecting the Seller, that are before or by any federal, state, municipal or other governmental agency, department, commission, board, bureau, agency or instrumentality, which would make it impossible for Seller to consummate this Agreement with the Buyer or which would make the assets listed in Exhibit "A" subject to lien.

G. All representations and warranties of the Seller contained in this Paragraph 5 shall survive Closing.

6. Payment of Closing Fees and Costs.

All closing costs shall be equally divided by the parties except that the Seller shall be solely responsible for bearing any costs relating to fulfilling the contingencies described herein and any other consents. All real property taxes and rent shall be prorated as of the Date of Closing. Each party shall bear their own attorneys fees and costs.

7. Buyer's Closing Obligations.

On or before the Closing Date, the Buyer shall:

A. Have paid into escrow all of the purchase price described in Paragraph 2 herein.

B. Deposit into Escrow sufficient cash to cover (i) closing costs, and (ii) all other sums of money required to be paid by the Buyer pursuant to this Agreement.

C. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Asset Purchase Agreement (including all escrow instructions and closing statements).

D. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Buyer under this Asset Purchase Agreement.

8. Seller's Closing Obligations.

On or before the Closing Date, the Seller shall:

A. Deliver to the Buyer all of the assets listed in Exhibit "A" attached hereto.

B. Execute and acknowledge a bill of sale transferring all of the assets listed in Exhibit "A" from the Seller to the Buyer.

C. Perform and satisfy, or cause to be performed and satisfied, all other obligations and conditions which are required to be performed or satisfied by the Seller under this Asset Purchase Agreement.

D. Execute and acknowledge all documents necessary to consummate the transactions contemplated by this Purchase Agreement, including but not limited to documents that would transfer the registration of the trade name "Giovanni's Aloha Shrimp" into a joint ownership between the Buyer and Seller.

E. Possession. Seller shall deliver the keys and any codes for security devices to the Buyer at Closing. Any warranties in the possession of the Seller for the equipment or appliances shall also be delivered to Buyer at Closing.

9. Buyer Does Not Assume Debts of Seller.

It is expressly understood and agreed between the parties that the Seller is responsible for paying any and all debts incurred by the Seller prior and after the Date of Closing. The Buyer does not and will not assume any and all debts incurred by the Seller. The Seller hereby indemnifies and holds harmless the Buyer from any claim, liability or cause of action for any debt, claim, or action brought against the Seller that arose from any actions or transactions. It is further agreed between the parties that Seller shall retain the right to collect any accounts receivable for debts owed to Seller that were incurred prior to the Date of Closing.

10. Further Agreements Between the Parties That Will Survive Closing.

In consideration of the mutual covenants contained herein, the parties hereby covenant and agree that the following are also terms and conditions of this Agreement that will survive Closing. The parties covenant and agree that these terms and conditions may be fully enforced by either party after Closing and that any breach of the following conditions shall be considered to be a breach of this Agreement:

A. The only restriction on the Buyer's use of the trade name "Giovanni's Aloha Shrimp" shall be that the Buyer shall sell at least a half pound of shrimp in the plate lunches sold by the Buyer after acquiring the Seller's business and the Buyer shall use as marination and sauces for the shrimp sold by the Buyer after acquiring the Seller's business both the scampi sauce, and the hot and spicy sauce

that the Seller presently uses. If in the event however, the aforesaid scampi and hot and spicy sauce is not available to the Buyer after the buyer acquires the Seller" business, then the Buyer shall have the right to use a replacement sauce, subject however, to the terms set forth in Paragraph 10-C herein. The joint ownership of the trade name "Giovanni's Aloha Shrimp" shall apply only to the State of Hawaii, and the Buyer covenants and agrees not to register said trade name outside the State of Hawaii.

B. The Buyer shall have the right to purchase from the Seller the Giovanni's Scampi, and Giovanni's Hot and Spicy sauce that is presently used in the cooking and preparation of that product presently called "Giovanni's Aloha Shrimp". The Buyer shall have the right to purchase said sauces in sizes of gallon jugs or larger and the Buyer shall have the exclusive right to purchase said sauces in sizes of gallon jugs or larger at wholesale cost. The Buyer shall have the right to purchase said sauces at the Seller's cost from the bottler plus shipping cost, said cost however, being exclusive of labor. The seller may sell said sauces in the retail market but the Seller covenants and agrees that he shall not (i) sell said sauces in any containers larger than 12 ounces, (ii) sell said sauces to any person or entity other than the Buyer at wholesale (however, this shall not prohibit the Seller from selling his sauces, with the limitation on the sizes as noted above, to any food wholesaler for intended resale on the consumer market only), (iii) sell said sauces to any person or entity that will use said sauces to prepare and sell a food product for retail sale, and (iv) sell the sauce to any person or entity that will compete

against the Buyer. The Seller's obligations under this paragraph shall be limited to the State of Hawaii, and shall not apply to sales outside the State of Hawaii.

C. The parties acknowledge that Seller has contracted Hagerty Foods of California to bottle Seller's sauces and that the Buyer will be buying Seller's sauces through Hagerty Foods. Until the sauce becomes available through Hagerty foods and the Buyer receives delivery of its first complete order, Seller will be responsible for supplying the Buyer with an adequate quantity of sauce at the cost of ingredients. Seller and Buyer mutually covenant and agree that if Hagerty Foods, for whatever reason, cannot supply the Buyer with the shrimp sauces described herein in the required quantities or cannot supply the sauces to the Buyer at the cost of the product plus shipping (the failure of Hagerty Foods to provide said sauces shall be said to occur if the Seller cannot provide the Buyer with any order within twenty ^{30 (THIRTY)} ~~(20)~~ ^{TEN} calendar days of the Buyer making the order) then the following shall apply:

i. Seller shall first have the right to provide Buyer with the sauce that has become unavailable to Buyer. Seller shall however, provide the sauce to the Buyer at a price no higher than that which the Buyer was paying Hagerty Foods.

ii. In the event that the Seller does not provide the Buyer with the sauce within ten (10) calendar days of the date that Hagerty Foods fails to provide the order to the Buyer, then the Seller shall provide the Buyer with the recipes for said shrimp sauces. Said recipes, shall be subject, however, to a confidentiality agreement between the parties.

iii. In the event that the Buyer receives neither the sauce or the recipes in a timely fashion, then the Buyer may, at the Buyer's option, use a replacement sauce for the period that the Seller's sauces are unavailable to the Buyer. By using a replacement sauce the Buyer does not waive any rights or remedies that it may have under this Agreement as the use of said sauce is simply a means to allow the Buyer to mitigate any damages. The Buyer shall, in such circumstances, retain the right to take legal action against the Seller to enforce any provision of this Agreement.

D. Seller agrees to provide the Buyer with training for a period of two weeks after Closing. Said training shall be provided at no cost to the Buyer and shall inform the Buyer on all aspects of operating the business.

11. Compliance with Antitrust Act.

The parties hereby represent by executing this Agreement that they are not subject to the reporting requirements of the Hart-Scott-Rodino Antitrust Improvement Act of 1976. If the parties are so required to report then the parties shall cooperate with each other to meet the requirements of this Act.

12. Compliance with Bulk Sales Act.

The parties hereby covenant and agree that the Seller is subject to the reporting requirements of the Bulk Sales Act under the Hawaii Revised Statutes. The Seller shall be solely responsible for meeting any reporting requirements under said Bulk Sales Act.

13. Cooperation of Parties in Transition; Inspection of Books.

Seller and Buyer shall each use reasonable efforts and cooperate in good faith to achieve an orderly transition relating to the leased premises described herein.

14. Cancellation of Agreement.

In the event that the Seller fails to fulfill any of the contingencies listed in this Agreement by the dates set forth, unless there is written agreement to the contrary, this Agreement shall be null and void if any of those conditions are not met. Upon cancellation of this Agreement the Buyer shall receive a full refund of any deposits.

15. Non-Competition Clause.

In consideration of the covenants contained herein, the Seller agrees not to operate, own, participate in, manage, supervise, or engage in consulting any retail food business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that the Seller may participate in a catering business, catering other types of food in addition to the product known as "Giovanni's Aloha Shrimp" if and only if the Seller purchases all the required shrimp, already cooked and prepared, from the Buyer at a price of the Buyer's cost plus a sixty percent (60%) mark-up. The Seller further covenants and agrees that they shall not use the name "Giovanni's" or "Giovanni" in the operation of any business in the State of Hawaii for a period of five (5) years after the Date of Closing, except that (A) the Seller may market and sell any sauces under the name Giovanni's provided that the market and sale of said sauces does not violate any other term of this Agreement, and (B) the Seller may open a sit-down restaurant that sells the shrimp under the aforesaid name if and only if said restaurant serves the shrimp only for dinner (after 6:00 p.m. daily). The Seller further covenants and agrees that under no circumstances will

they operate, own, participate in, manage, supervise, or engage in consulting any lunchwagon operation in the State of Hawaii without the express written consent of the Buyer. The terms of this Paragraph shall survive Closing and the parties covenant and agree that without the existence of this clause that the Buyer would not have entered into this Agreement.

16. Event of Default.

The following shall constitute an "Event of Default" under this Agreement:

A. Buyer or Seller shall fail to pay any sums of money when due under this Purchase Agreement, or fail to observe or perform any other term or provision to be observed or performed by Buyer or Seller under this Agreement, or

B. Buyer or Seller shall acquiesce in writing to, or fail to controvert in a timely manner, any petition filed against Buyer or Seller in an involuntary case under the federal bankruptcy laws, or

C. Buyer or Seller fails to observe or perform any term or provision of this Agreement that is to survive Closing.

17. Remedies Upon Default.

Upon the occurrence of any "Event of Default", the non-defaulting party shall have the following rights and remedies:

A. In the case of the Seller being the non-defaulting party, the Seller's remedies shall be limited to canceling this Purchase Agreement and, if applicable, retention of the deposit described in Paragraph 2A herein.

B. In the case of the Buyer being the non-defaulting party, the Buyer may either:

(i). Sue the Seller for and obtain damages and/or specific performances; or

(ii) The Buyer may choose to cancel this Agreement in accordance with the terms contained in paragraph 11 herein, in which case the deposit shall then be fully refunded to the Buyer, and upon cancellation there shall be no further obligations between the parties.

18. Time is of the Essence.

Time is hereby expressly declared to be of the essence of this Purchase Agreement. Unless otherwise specified herein, the due date for the receipt of any notices or sum of money shall be 5:00 p.m., H.S.T., of each respective day.

19. Applicable Law.

This Purchase Agreement shall be governed by and construed under the laws of the State of Hawaii. Any legal action hereunder shall be filed in the State of Hawaii judicial system only and the Buyer and Seller hereby submit themselves to the jurisdiction of the courts of the State of Hawaii and the United States District Court for the District of Hawaii.

20. Attachments to this Agreement.

The attachment marked as Exhibit "A" shall be made a part to this Agreement.

21. General Provisions.

A. This is the sole and only agreement between the parties. Any modification of this Agreement must be in writing and executed by both of the parties hereto.

B. If any part of this Agreement is deemed to be invalid for any reason, this shall not invalidate this entire agreement but shall only invalidate that one provision and the remainder of this agreement shall remain in full force and effect.

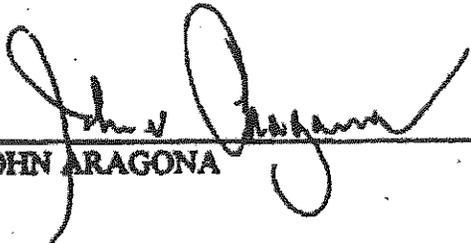
C. This Agreement shall be construed to give the Buyer full rights to use the name "Giovanni's Aloha Shrimp" without any limitations placed upon the Buyer on the use of said name.

D. This Agreement has been reviewed by each party and their respective counsel. Although this Agreement may have been drafted by one party, the Agreement shall be construed as if it had been drafted jointly by the parties and shall not be interpreted on behalf of one party as against the other.

E. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purpose, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

F. Facsimile copies shall be treated as originals for the purposes of this
Asset Purchase Agreement.

DATED: Honolulu Hawaii, November 7, 1997.



JOHN ARAGONA



CONNIE ARAGONA

"Seller"

NITSCHKE ENTERPRISES, INC., a
Hawaii corporation

BY: 

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"Buyer"

ASSET PURCHASE AGREEMENT, by and between JOHN ARAGONA and CONNIE
ARAGONA and NITSCHKE ENTERPRISES, INC.

EXHIBIT "A"

GIOVANNI'S ALOHA SHRIMP INVENTORY

Inventory - Kahuku Truck: *GA*

- 1 - 1952 Chevrolet Truck (sold as is) *TED*
- 1 - Ladder
- 1 - Refrigerator
- 1 - Single burner stove
- 1 - Double Burner Stove
- 3 - Strainers
- 5 - A-frame signs
- 2 - Coolers
- 3 - Spray bottles
- 6 - Scampi pans
- 2 - Hot & Spicy pans
- 3 - Grilled pans
- 1 - Crate (spray bottles & trash bags)
- 14 - Stainless steel trays (Scampi containers)
- 10 - Stainless steel tray tops
- 8 - White plastic tubs (cut & uncut containers)
- 1 - Hot dog container
- 3 - Trash cans (2 outside - large; 1 inside - small)
- 2 - Large rice inserts
- 2 - Small rice inserts
- 2 - Large rice cookers
- 2 - Small rice cookers
- 2 - Condiment containers - stainless steel
- 2 - Blue tarps
- 1 - Lemon wedge container
- 6 - Plastic containers (napkins, forks, etc.)
- 2 - Rice scoopers
- 1 - Circular plastic container
- 4 - Rinsing jars
- 2 - Buckets
- 1 - Circular fan
- 5 - Plastic trays ("To go" section)
- 1 - Set of jumper cables
- 2 - Cutting boards
- 1 - Stereo
- 9 - Tables (8 vinyl & 1 wooden with parasol and base)
- 1 - 30' x 20' tent
- 1 - Clipboard
- 1 - Lighting system for tent
- 2 - Propane tanks
- 3 - Cork boards
- 3 - Extension cords (large gauge)
- 1 - Broom
- 1 - Cash box
- Assorted markers and bungee cords
- 1 - Plastic hand rinse container
- 1 - Large plastic tub (holds sauces next to cooler)
- 3 - Small plastic trays (on serving counter)
- 2 - Plastic jars (tickets and tips)
- 5 - Shoyu dispensers
- 1 - Salt & pepper shaker combo
- 1 - Toothpick dispenser
- 1 - Kiddy chair
- 1 - Black tarp
- 3 - Rakes
- 6 - Cutting knives (truck and house)
- 1 - Chopping knife
- 3 - Rubber floor mats
- 1 - Trailer
- 1 - Trailer sign
- 3 - Tongs
- 2 - Ladles
- 1 - Phillips head screw driver
- 1 - Flat head screw driver
- 1 - Metal grease container
- 1 - Spatula
- 1 - Can opener

Inventory - Preparation Room:

- 1 - Hose and nozzle
- 1 - Refrigerator
- 2 - Freezers, 1 single capacity, 1 double capacity
- 1 - Coffee machine and carafe
- 3 - Night stands
- 1 - 3 basin stainless steel sink & rinsing handle
- 1 - Stainless steel work table
- 1 - 20 gallon cooler
- 1 - 20 gallon coffee/tea dispenser
- 2 - 2' x 2' circular fans
- 1 - Bar stool
- 1 - Ratan table
- 4 - Ratan chairs
- 1 - 8' x 3' Stocking table
- 2 - Trash bins (small)
- 1 - Air conditioner
- 1 - 5' x 2' desk and chair
- 1 - Futon frame
- 6 - Window shades
- 1 - Paper towel dispenser
- 1 - Hi-fi
- 2 - Table lamps
- 2 - Mops
- 1 - Large clock
- 1 - Pair walkie-talkies
- 1 - Ceramic washing sink (outside)
- 2 - Brooms
- 2 - First-aid kits
- 1 - Blue tarp
- 1 - Z Burner stove (working)
- 1 - Cork board
- 1 - Ice machine (outside)
- 1 - Scampi pan (un-used)
- 2 - Large rice inserts
- 4 - Small rice inserts
- 3 - Cutting boards
- 3 - Propane tanks
- 1 - Box of order books
- 5 - Large plastic tubs (blue & green)
- 1 - Dirty linen container (outside)
- 1 - Gasoline container
- 1 - Large trash can (outside)
- 1 - Set of tongs
- 2 - Ladles (Large)
- 2 - Extension cords (small gauge)
- 2 - Spray bottles
- 1 - Dust pan and brush set
- 1 - Pair vice-grips
- 3 - Rice spoons
- 1 - Spatula
- 1 - Can opener
- 1 - Large "Giovanni's" wooden sign

Inventory - Hakeiwa Truck:

- 1 - 1977 Dodge Truck (2184512) TRW
- 2 - Extension cords (Large gauge)
- 1 - Hose
- 2 - Scampi pans
- 1 - Hot & Spicy pan
- 1 - Grilled pan
- 2 - Small rice cookers
- 2 - Small rice inserts
- 1 - Refrigerator
- 2 - Shoyu dispensers
- 1 - Tip jar
- 1 - Stereo
- 1 - 2 Burner stove
- 3 - sets of tongs
- 1 - Ladle
- 1 - Rice scooper
- 1 - Small trash container
- 1 - Large trash can
- 2 - Tables
- 1 - A-frame sign
- 2 - Cutting knives
- 1 - Cutting board
- 1 - Strainer
- 3 - Stainless steel scampi containers
- 1 - Hot dog container
- 7 - Plastic trays (napkins, chopsticks, etc.)
- 1 - Propane tank
- 3 - Padlocks

- 1 - Toothpick dispenser
- 2 - Spray bottles
- 4 - Marker pens
- 1 - Cooler
- 1 - Pair of vice-grips
- 2 - Rinsing containers
- 1 - Fan
- 1 - Bucket
- 1 - Cash Box
- 1 - Black tarp
- 1 - Metal grease container

BUYER:

Nitsche Enterprises, Inc.

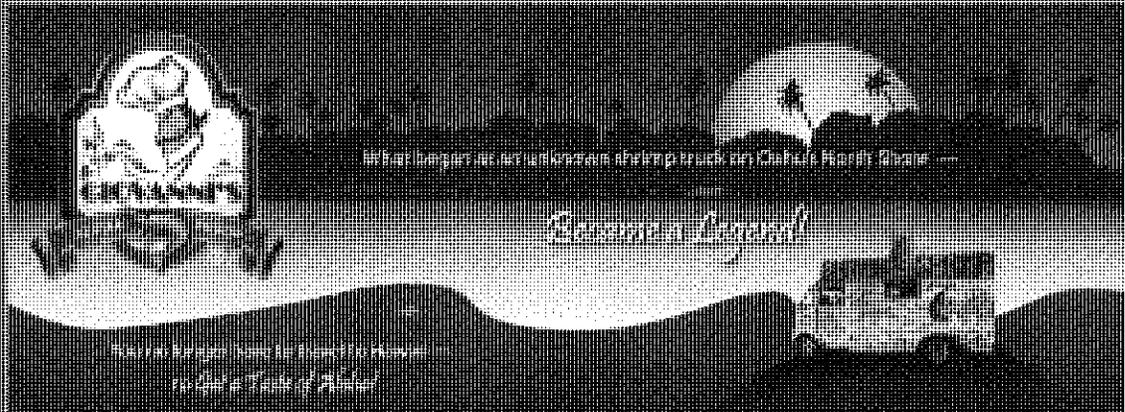
By: [Signature] 11/24/97
 Its: _____ Date

SELLERS:

[Signature] 11/24/97
 John Aragona _____ Date

[Signature] 11/29/97
 Connie Aragona _____ Date

APPENDIX B



WELCOME TO THE BEAUTIFUL STATE OF CALIFORNIA

California Central

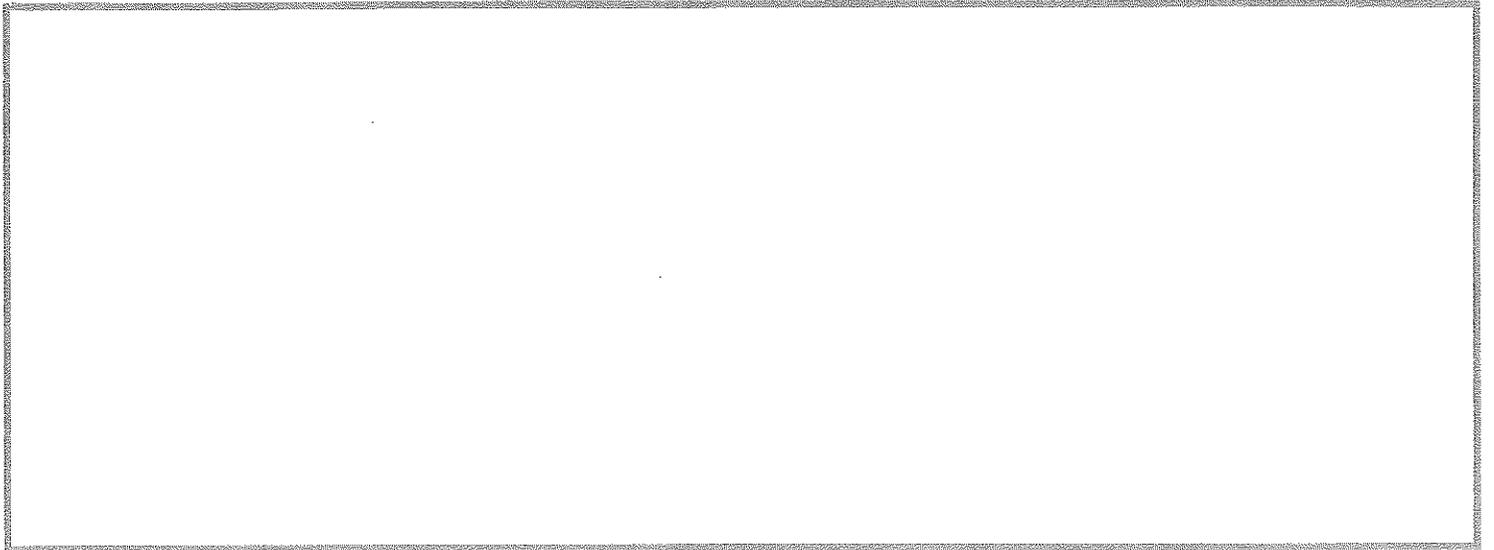
California Central
California Central



- California Central

California Central

APPENDIX C



About Giovanni's Aloha Foods and Our Famous Shrimp Sauce!

**What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore —
Became a Legend ...**

Known for its succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palettes since 1997. Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees; while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. **AND NOW YOU CAN BUY IT IN A BOTTLE! Made in the USA!**

Giovanni's Aloha Foods is a member of the [National Association for the Speciality Food Trade](#).



1997 Scovie Award: 1st place winner of Scampi Marinade (pictured above); **Scovie Award:** 2nd place winner of Hot & Spicy Sauce

Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect hot sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

— Eddie, Terry & Jacob Coleman, Venice, Calif.

"We think your shrimp scampi is the best we have eaten anywhere."

— Jim & Mary Jane West Lufkin, Texas

"Still looking forward to seeing you and having your famous shrimp sauces."

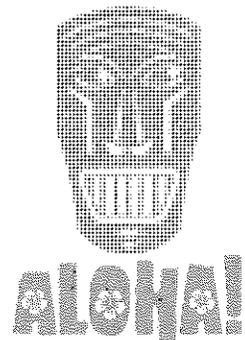
— Gerda Vienna, Austria

"The thing I miss most is my shrimp fix."

— Pat & Clyde Jacobs Vancouver, Canada

"We enjoyed the best shrimp of Oahu."

"Thanks for serving some of Oahu's finest, tastiest, freshest shrimp scampi. We really enjoyed dining



– Ann & Eric Appelt Nurnberg, Germany daily at the white shrimp truck, during our recent vacation. Your shrimp is the BEST!"

– Hany & Rochelle Pillion, University Heights,

"You have been one of "A list" stops on our list of must see sights on Oahu As always it was the most scrumptious meal."

– Lou Harris San Mateo, California

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

– Yasser Alexandria, Egypt

"Best shrimp ever!"

– Yuki, Tokyo, Japan

"The hottest shrimp ever!"

– Allan Ciaport, Montpellier, France

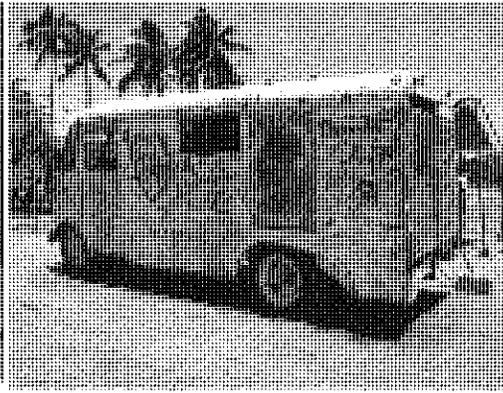
"Just to let you know we marinated 2 lb. 31/40 shrimp in the Giovanni scampi sauce and put them on the grill screen at medium heat 4 minutes on each side . Then we put them back in your sauce and served them . At first bite my brother-in-law said "WOW !!!! GET ME A CASE OF THIS SAUCE". Thank you Giovanni."

– Mike Antonelli

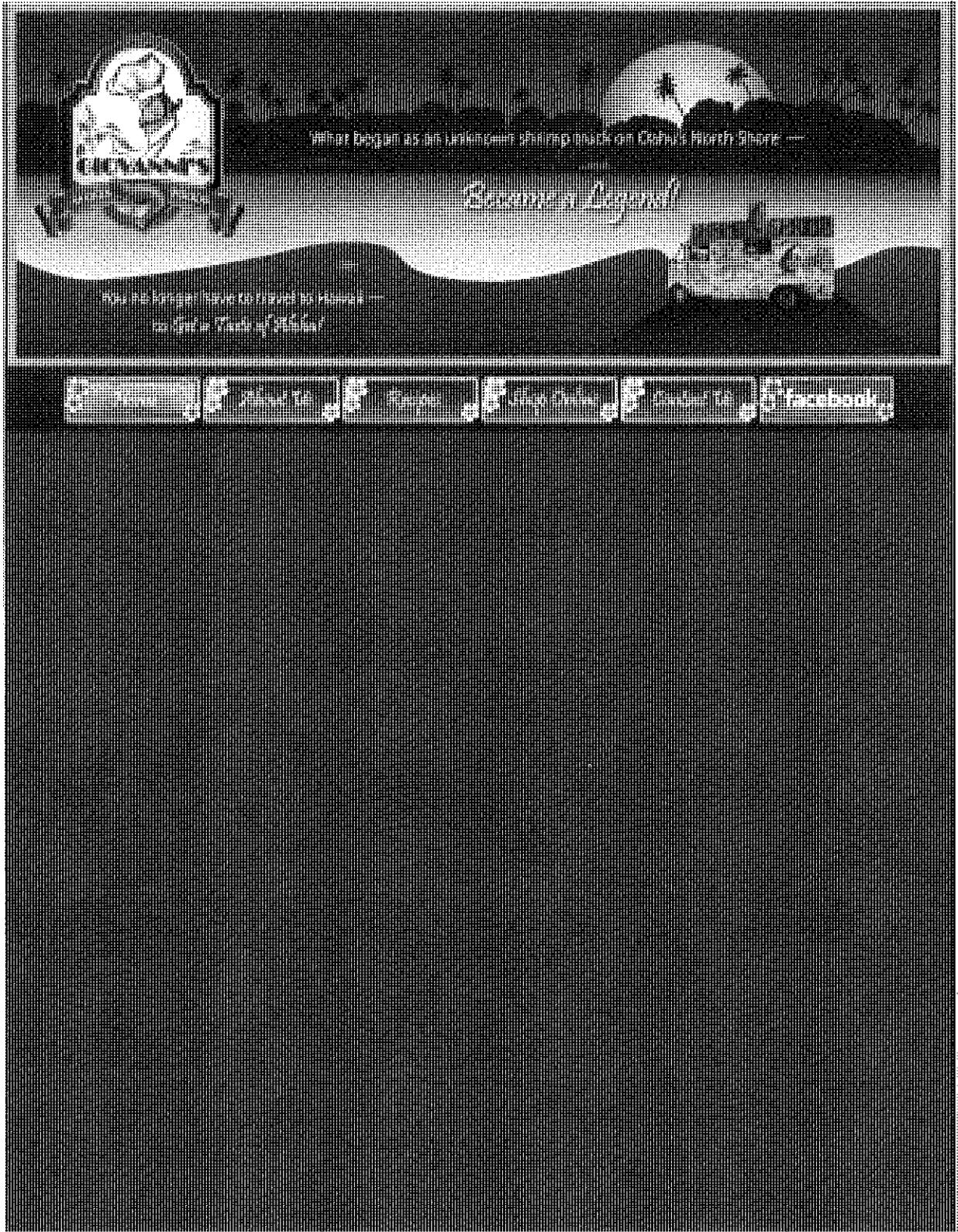
"I'm a shrimp truck addict for 12 years - nothing but Giovanni's! I didn't eat at the truck the first time I saw it (2000). It was just a truck melted into the dirt - covered in graffiti. Boy am I glad I asked someone if the legend was true - I went back to the truck and got my first taste of what has become my number one "to do" when I arrive for vacation!! Just so you know - everyone that's come to the truck after 2000...it was me that sent them!! I know - you wondered where all those people came from. What can I say - when I like something - I tell everyone."

– Mike, Portland, Oregon

APPENDIX D



APPENDIX E





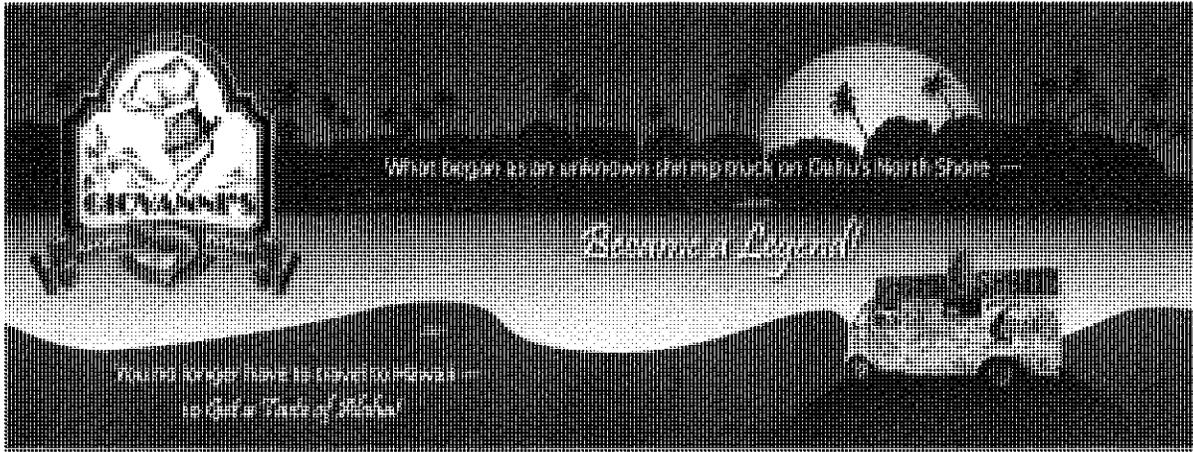
#1 SHIRAZI SCAR

#2

#3 LEMON/BUTTER

#4

1964



Buy Giovanni's Sauces Online!

Category: [Store](#)

View as: [Grid](#) [List](#) [Table](#) Sort by: [Price: low to high](#)



Giovanni's Hot & Spicy Sauce
SKU 1195100971

\$6.95



Giovanni's Scampi Marinade
SKU 1195100969

\$7.95

Showcase & Discover Creative Work LEARN MORE

Behance NETWORK™ The Creative Professional Platform

Log In | Help

GALLERY JOBS MORE Other Products

JOIN BEHANCE

RECRUIT TALENT

Showcase Follow Creative Work

SIGN UP

Track & Hire Top Talent

POST JOB

Giovanni's Aloha Foods

BY: Amy Hepler

← Back

FIELDS: Graphic Designer, Package Designer, Web Designer

INFO

☆

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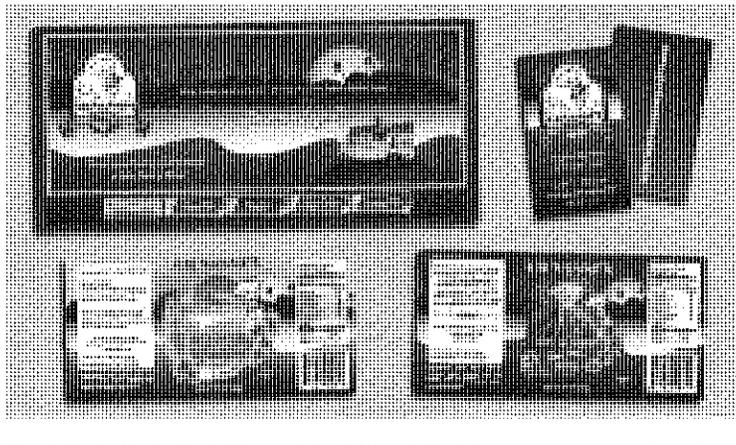
Google offers

Google Offers
Spend less green
on the best
places in your
favorite green
city.

Sign up now

Giovanni's Aloha Foods

www.giovannissauceres.com



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Exhibit 4

ROAD FOOD



Cruisin' Cuisine

Hawaii's roadside stands offer up a smorgasbord of onolicious grinds

Illustration by Kevin Hand
By Catherine Kekoa Enomoto
Star-Bulletin

EXHIBIT 4
ARAGONA 12-11-14

CRUISIN' is a Hawaii tradition. So's eating. Combining the two - driving around the island while finding great grinds along the roadsides - is a natural.

To wit, fresh-picked corn, pickled mango, the ubiquitous huli-style chicken and, as the summer fishing season gains momentum, more and more freshly caught aku and ahi.

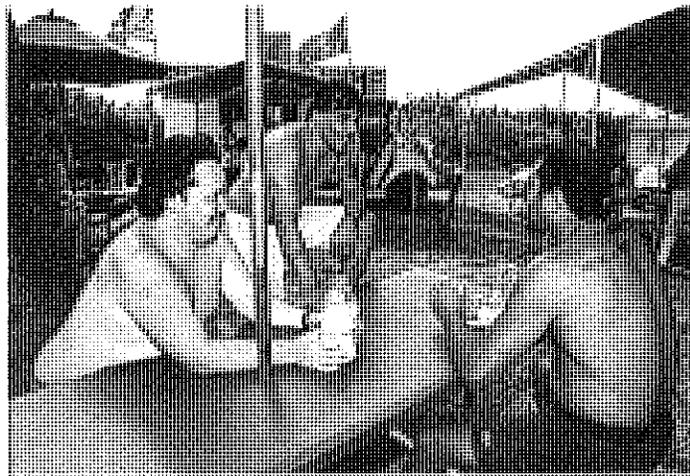
The Star-Bulletin recently took a couple of drives around Oahu and compiled a top 10 list of roadside

food finds.

If you go driving for grinds, be advised that some of these food vendors may or may not be where we found them - they move around or sometimes take a day off. We suggest you take along a cooler to keep produce fresh and perishables safe, bottled water to cleanse the palate and slake the thirst, a roll of paper towels or napkins to mop up drips and a trash receptacle for wrappers, peelings and miscellaneous. And, of course, a big or little wad of small bills, depending on hunger level.

Ready, set, "go and grind!"

PHOTOS BY KEN IGE, STAR-BULLETIN



From left, Sam Osborne, Danny Sadenio and Darrell Bajo go for the burn of hot and spicy shrimp in Kahuku.

No. 10: North Shore pineapple, Kahuku papaya.

The North Shore, from Haleiwa to Kawela, is a hotbed of fresh fruit and vegetable stands. And the best buy, day in and day out, is big, luscious, field-ripened pineapple for \$2 each. Also, harvest papaya, especially the rare sunrise variety for \$1.25 apiece at Auntie 'Berta's stand fronting The Mill in Kahuku.

No. 9: Pickled mango.

It's a pervasive product during this peak of green mango season. One taster's choice is li hing pickled mango sold from a truck parked on the beach across from the Nanakuli 7-Eleven store. These lightly pickled mango strips are white with a tinge of pink and a subtle li hing flavoring - just right as a namasu-like condiment. Cost: \$5 per one-pound (resealable plastic) bag.

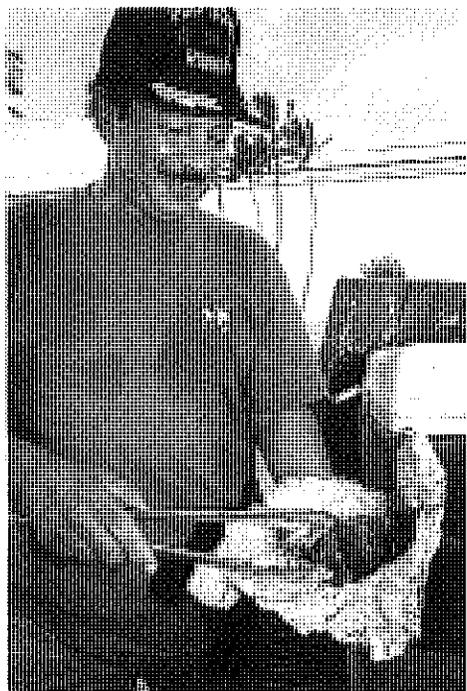
If you prefer a sweeter, stronger li hing taste, then Kawika and Noe Lopes of Nanakuli Homestead are just down the road, opposite the Hakimo Road sign. They make and sell out 15 pounds daily. Cost: \$6 a pound bag.

Also, "Mango Willy" Herron of Haleiwa claims to have the best. His version has sharper vinegar and mango flavors, at \$6 per pound bag across from Haleiwa Beach Park.

Dorothy Oga, just townside of Waimea Bay, says people come from all over the island for her \$5 pickled mango - give it a try.

No. 8: Waimea mango bread.

Although we didn't try her pickled mango, we did sample Oga's moist, rich homemade mango bread, at \$2 a mini loaf. She and her 'ohana also offer homemade corn, pineapple and pumpkin breads, besides assorted cookies and 25-cents-a-pair earrings.



Jerome Freitas' pork or chicken lau lau is a must if you're going through Hauula.

No. 7: Hauula laulau.

A must-eat on any culinary crusade is Hauula laulau at \$2.50 each. The bundles are juicy, still hot from the pot at noontime, wrapped in ti leaves (not foil), and bursting with Waihee Valley luau leaves plus pork or chicken. Fresh poi and kulolo sell out quickly. Proprietor Jerome Freitas is parked opposite Hauula Beach Park every other weekend. His 140-pound Rottweiler is as stoic as Freitas is loquacious.

No. 6: North Shore smoothie.

A funky white Kahuku Shave Ice Co. lunchwagon offers Island Tropical Fruit Shakes at points along the road between Haleiwa and Kawela. Proprietor Jay Hix whips up a papaya-banana-coconut model that's wonderfully creamy and nectareous for \$3.

No. 5: Nanakuli pasteles.

Linda Seals' pasteles are a sumptuous combination of grated green Chinese banana, pork chunks, mild spices and black olives. She makes the labor-intensive Puerto Rican specialty out of sheer creative expression. It's her mother-in-law's revered recipe and worth the drive to Nanakuli; \$2 each, next to Kawika's pickled mangoes (No. 9).

No. 4: Kahuku tomatoes.

Ingenious vendor Rick Troutman of Wahiawa has amassed a panoply of produce, such as Punaluu bananas, Kahuku cucumbers, spoon-soft or hard coconuts, Waiialua oranges, Wahiawa plain

pineapples and - the most delectable treasure on this visit - vine-ripened Kahuku tomatoes for 75 cents each. He dispenses one-liners with Haleiwa avocados, at the end of Kunia Road between Wheeler and Schofield bases.



Rick Troutman has a tent to keep his fruits and vegetables - and himself - cool between Wheeler and Schofield bases.

No. 3: Waimanalo corn.

The back of a Golden Melon Farm pickup brims with freshly harvested ears for sale in the parking lot of Frankie's Drive Inn at Waimanalo. It's a popular hub from 9:30 a.m. daily during corn season. Regular sweet corn is \$2.50 for a bag of five large or up to 12 small ears.

No. 2: Kahuku corn.

Nos. 2 and 3 may be interchangeable, depending on the tides, the alignment of the stars or one's taste. Kahuku kernels appeared bigger and yellower than the Waimanalo strain's. The succulent ears are good raw or cooked, at about \$2.50 for four ears. Several roadside stands preside from Turtle Bay to Kahuku.

And, No. 1: Hot and spicy shrimp.

OK, Road Warriors, this adventure separates the macho from the meek. You may think you've tasted hot in your lifetime, but on a scale of 1 to 10, Giovanni's "We really mean it" hot and spicy shrimp rates a 12! These hellish morsels are Kahuku shrimp with Mozambique chile spicing.

Giovanni also features a dozen shrimp scampi-style (marinated in lemon, garlic and white wine) and grilled (flavorful and crispy), at \$10 a plate including two scoops of rice.

"It's worth it," said Darrell Bajo of Wahiawa, who downed a hot and spicy plate between quick intakes of breath to cool his seething palate.

Mr. and Mrs. "G," the New Jersey transplant proprietors, operate their white shrimpmobile fronting The Mill in Kahuku, and just opened a second shrimp wagon at Waimea Bay on a trial basis through June.



The Waimanalo corn lady's truck is a regular stop for folks such as Eleanor Dowling of Kailua.

Other road (and off-road) stopovers of interest include Maili Church of the Nazarene's bountiful plate lunches of grilled chicken, Samoan specialties, macaroni salad and rice for \$7; Richard's (Au) Farm selling balut (partially formed duckling inside an egg - a Filipino delicacy) in Nanakuli; and Sonny Baquil's fresh frozen opihi for \$20 for a one-pound, vacuum package, or \$130 for a gallon-size plastic tub, at the Kailua end of Waimanalo town.

The Related Story:

[Road Food](#)

[Is It Legal?](#)

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Exhibit (5)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made this 9th day of December, 1997, but effective as of July 1, 1997 ("Effective Date") by and between KAHUKU VILLAGE ASSOCIATION, INC., a Hawaii corporation, whose post office address is P.O. Box 398, Kahuku, Hawaii 96731 ("KVA"), and JOHN ARAGONA and NITSCHKE ENTERPRISES, INC., a Hawaii corporation, dba GIOVANNI'S ALOHA SHRIMP, whose address is 59-618 Kawoa Place, Haleiwa, Hawaii 96712 ("GAS").

RECITALS.

KVA has a leasehold interest in certain premises situated at Kahuku, Hawaii, which includes the License Area described below;

GAS has requested that KVA grant GAS a license to operate a roadside lunch wagon from such License Area, and to use the structure located within the License Area for storage and employee restroom purposes,

KVA is willing to accommodate GAS' request and grant GAS a license for such purposes on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows.

1. Premises. KVA hereby grants to GAS the right, in the nature of a license, to use the portion of the premises outlined in red on the map attached hereto as Exhibit A and incorporated herein by reference, together with the existing improvements located thereon (collectively the "License Area"), solely for the purpose of selling shrimp and related prepared food products from GAS' lunch wagon and the structure located thereon for storage and an employee restroom, all on the terms and conditions set forth herein.

2. Term. This Agreement shall commence on July 1, 1997 and shall terminate on June 30, 2000, unless sooner terminated pursuant to the terms hereof.

3. License Fee. During the term of this Agreement, GAS shall pay to KVA, license fees as follows:

<u>Period</u>	<u>License Fee</u>
July 1, 1997 - June 30, 1998	\$800 per month

Execution Copy
01229287.1.012374-119



<u>Period</u>	<u>License Fee</u>
July 1, 1998 - June 30, 1999	\$880 per month
July 1, 1999 - June 30, 2000	\$968 per month

In addition, GAS shall pay its pro rata share of the real property taxes associated with the License Area. GAS shall pay this license fee in advance on the first day of each month during the term of this Agreement, without any offset, counterclaims or deductions whatsoever.

4. KVA's Reservations. KVA hereby expressly reserves the right (for itself and its assigns) to use the License Area for such other purposes as it deems necessary or appropriate, provided that such other uses shall not unreasonably impair GAS's use of the License Area for the uses contemplated hereunder.

5. Limitations on Use. The License Area shall be used for the purpose of selling shrimp and related prepared food products from GAS' lunch wagon, and shall use and the structure located thereon for storage and an employee restroom, and no other uses. No portion of the License Area nor the structure located thereon may be used for residential purposes.

6. General Excise Taxes. GAS shall pay to KVA, as additional rent, together with each payment of the license fee or any other payment required hereunder which is subject to the State of Hawaii general excise tax on gross income, as it may be amended from time to time, or any successor or similar tax, an amount which, when added to such payment, yields to the KVA, after deduction of all such tax payable by the KVA with respect to all such payments, a net amount equal to that which the KVA would have realized from such payments had no such tax been imposed.

7. Utilities. GAS shall provide all utilities required for its operations and shall not hook up to or otherwise use any water, sewer, electricity or other utility services on the License Area without the prior written consent of KVA, which may be withheld in its sole discretion.

8. Installation of Equipment. GAS shall not install any equipment on the License Area or otherwise construct any improvements thereon without the prior written consent of KVA, which may be withheld in its sole discretion.

9. Security. KVA makes no representation or warranty as to the security of the License Area, and GAS assumes all responsibility for loss, theft or damage to merchandise, supplies or other material brought onto the License Area by GAS.

10. Security Deposit. Upon execution of this License Agreement, GAS shall deposit with KVA a security deposit of EIGHT HUNDRED and NO/100 DOLLARS (\$800.00). The security deposit shall be held by KVA, without liability for interest, as security for GAS's full and faithful performance of all of the terms and conditions of this Agreement. If GAS fails to observe or perform any of the terms, covenants and conditions of this Agreement, then KVA may apply all or a portion of the security deposit as may be necessary to compensate KVA for all loss or damage sustained or suffered by KVA caused by such default or breach. As often as such security deposit is applied by KVA, upon written demand, GAS shall deposit with the KVA an amount sufficient to reinstate the security deposit to its then required amount.

11. Maintenance and Repair. During the term of this Agreement, GAS shall keep and maintain the License Area and all equipment located therein in a good and safe condition and shall perform all necessary and discretionary repair and maintenance obligations so as to keep the License Area and such equipment in the same condition as existed at the beginning of the term, reasonable wear and tear from normal usage excepted.

12. No Alterations. GAS shall not make any alterations to the License Area, other than as specifically set forth in paragraph 8 above.

13. Observance of Laws. GAS shall at all times during the term of this Agreement: (a) observe, perform and comply with all applicable laws; and (b) keep the License Area, its lunch wagon, and all other equipment located therein in a strictly clean, sanitary, good and safe condition. Any failure by GAS to comply with the requirements set forth in clauses (a) and (b) of the immediately preceding sentence shall be an event of default under this Agreement, and KVA shall have the right to exercise all remedies which KVA may have hereunder, at law or in equity, including without limitation, the right to terminate this Agreement. GAS shall indemnify, defend and hold KVA and the Estate harmless from and against all actions, suits, claims and damages by whomsoever brought or made by reason of the nonobservance or nonperformance of the requirements of: (i) all applicable laws, and (ii) this paragraph 13.

14. Insurance. At its own expense, GAS shall maintain a policy or policies of comprehensive general liability insurance, naming KVA and the Estate as additional insureds, in a responsible insurance company approved by KVA and the Estate, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, and such policy or policies or certificates evidencing the above coverage (i) shall be deposited with KVA and the Estate concurrently with the execution of this Agreement, (ii) shall contain a requirement that thirty (30) days' notice of cancellation or change shall be given to KVA and the Estate, and (iii) shall contain the following statement: "This insurance includes coverage for liability assumed by the insured under that certain License Agreement between the insured and KVA dated _____, 1997." GAS shall, at its own expense, and at all times during the term of this Agreement keep the existing building on the License Area insured against (a) all of the risks covered by a standard "Special Form" causes of loss form, with additional coverage for risk of loss by earthquake and

flood if the same can be obtained at commercially reasonable rates, and (b) such other hazards or risks which a prudent businessperson would insure against. This property insurance shall be written on an ISO Commercial Property Policy "Special Form" causes of loss form or its equivalent. This property insurance coverage shall be in an amount equal to the full replacement cost of such building without deduction for depreciation, shall be written on an "Agreed Value" basis. All such insurance shall be in the joint names of KVA, GAS and the Estate, and such other parties as KVA or the Estate may reasonably specify, as their respective interests may appear. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Agreement ceases or terminates under the applicable provisions herein. If the building is not repaired or restored following damage or destruction in accordance with other provisions herein, KVA shall receive all of the insurance proceeds, unless otherwise provided in the lease between the Estate and KVA referenced above.

15. Indemnity. In addition to any other indemnity contained herein running in favor of KVA and the Estate, and not in limitation thereof, GAS shall indemnify, defend (with counsel reasonably acceptable to the KVA and the Estate) and hold the KVA and the Estate harmless from and against any and all claims and demands for loss or damage, including claims for property damage, personal injury or wrongful death, arising out of or in connection with the use or occupancy of the License Area by GAS or any other person claiming by, through or under GAS, or any accident or fire on the License Area, or any nuisance made or suffered thereon, or any failure of GAS to maintain the License Area in a safe condition. The provisions of this paragraph 15 shall survive the termination of this Agreement.

16. Costs and Expenses of the KVA. GAS shall pay to KVA all costs and expenses, including without limitation reasonable attorneys' fees, incurred or paid by KVA in reviewing documents for which KVA's consent is required, in preparing and processing consents, in enforcing any of the covenants and conditions contained in this Agreement, in recovering possession of the License Area or any part thereof or in collecting any delinquent license fee, taxes or other charges payable under this Agreement by GAS, or incurred by or imposed upon KVA by or in connection with any litigation commenced by or against GAS to which KVA shall, without fault, be made a party. All payments required of GAS under this paragraph 16 shall be subject to interest at the greater of (i) twelve percent (12%) per annum, or (ii) three (3) points above the Bank of Hawaii base rate (or such successor rate as may be established by Bank of Hawaii from time to time), but never more than the maximum rate allowed by law, from the due date to and including the date of payment.

17. Access by KVA. KVA and/or its authorized employees or agents shall at all times have the right to enter onto the License Area for purposes of inspection.

18. Acceptance of Premises. GAS acknowledges that prior to execution of this Agreement it has had ample opportunity to personally inspect the License Area and/or to have its consultant(s) inspect the License Area, that GAS has approved the results of such inspection.

GAS specifically acknowledges that it assumes the risk, and responsibility for any faults, defects or other imperfections observed or discovered by GAS after execution of this Agreement, and that no such discovery will entitle them to cancel this Agreement, or otherwise refuse to perform their obligations hereunder in the time periods required for such performance.

19. Early Termination. Notwithstanding any other provision of this Agreement to the contrary, KVA shall have the right, upon six (6) months prior written notice, to terminate this Agreement if the Estate, pursuant to its rights under the Lease, withdraws the License Area from the terms of the Lease.

20. Surrender. At the end of the term, or earlier termination of this Agreement, GAS shall remove its lunch wagon all other equipment placed there by GAS from the License Area and repair all damage resulting from such removal, and shall thereafter deliver possession of the License Area to KVA in the same condition as it was in at the beginning of the term, reasonable wear and tear from normal usage excepted.

21. Default. If either party defaults hereunder or breaches any of the terms or conditions contained herein, if such breach continues for a period of ten (10) days after written notice, then the non-defaulting party shall be entitled to (i) immediately terminate this Agreement without further notice, and (ii) all remedies available to it at law or equity, including, without limitation summary possession.

22. Assignment. GAS's rights under this Agreement are personal to it and may not be assigned except upon KVA's prior written approval, which may be unreasonably withheld, and any purported assignment absent such approval is void.

23. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Hawaii.

24. Attorneys' Fees. In the event of a dispute under this Agreement, the prevailing party shall be entitled to recover from the losing party all costs including reasonable attorneys' fees.

25. Time of Essence. Time is of the essence in this Agreement.

26. Joint and Several Obligations. If more than one person is entering into this Agreement as the licensee (GAS), then all such persons shall be jointly and severally bound by such licensee's covenants in this Agreement and any notice given to any one such person by KVA shall be deemed to be notice upon all such persons.

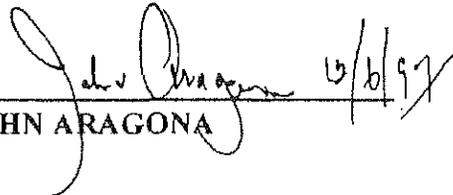
27. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the matters contained herein, and replace any prior written or oral Agreement of the parties.

28. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

29. Termination of Prior License Agreement. By their respective execution of this Agreement, the undersigned acknowledge termination on the Effective Date of that certain month to month License Agreement dated September 1, 1996 between KVA and John Aragona dba Giovanni's Aloha Shrimp for and affecting the License Area.

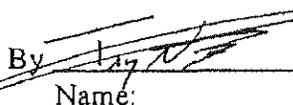
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GAS:



JOHN ARAGONA

NITSCHÉ ENTERPRISES, INC.,
a Hawaii corporation

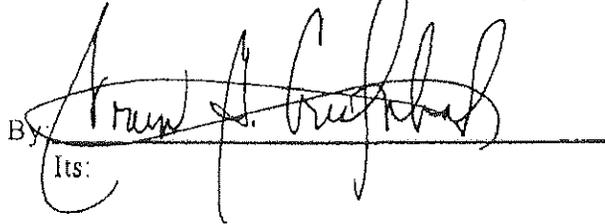
By  12/6/97

Name:
Its: President

(collectively doing business as
GIOVANNI'S ALOHA SHRIMP)

KVA:

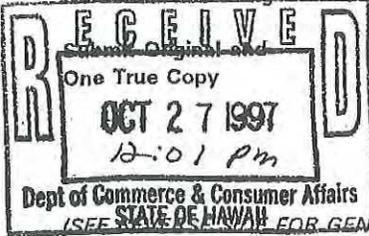
KAHUKU VILLAGE ASSOCIATION, INC.

By 

Its:

REVIEW

Nonrefundable Filing Fee - \$50.00



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DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P. O. Box 40, Honolulu, Hawaii 96810

Exhibit (6)

APPLICATION FOR REGISTRATION OF TRADEMARK

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

TN2 00045077 13-11/04/97 16.00

- Applicant's Name: JOHN V. ARAGONA
Address: 59-618 Kawoa Place City Haleiwa State Hawaii Zip Code 96712
- Check one: Registration is New or Renewal.
- Status of applicant: (Check one) Sole Proprietor Corporation Partnership
 Unincorporated Association Other (Explain) _____
- If applicant is a corporation or partnership, list state or country of incorporation/formation: _____
- Trademark is specifically described as (See Note 1 on reverse side):
" Giovanni's Aloha Shrimp" CANCELLED
- Applicant is (check one): Originator of mark OR Assignee (one to whom mark was assigned by another)
- List the goods or manufactured articles which the trademark is being used to identify: Shrimp; marinade, and sauces.
- Describe how the trademark will be affixed to the goods or manufactured articles which are listed on line 7. (See Note 2 on reverse side):
4r.p. signs labels on packages and bottles.

I certify, under the penalties set forth in Section 482-3.5, Hawaii Revised Statutes, that

CHECK ONE: I am the applicant OR I am the _____ of the applicant
(office held)

named in the foregoing application, and that the statements made in the application are true and correct to the best of my knowledge and belief.

John V. Aragona
(Signature)

10/24/97
(Date)

This application must be certified by the applicant if an individual, or by an officer if a corporation, or by a general partner if a partnership. Signature must be in black ink.

(DEPARTMENTAL USE ONLY)

Certificate of Registration No. 211347

CERTIFICATE OF REGISTRATION OF TRADEMARK

CANCELLED

In accordance with the provisions of Chapter 482 of the Hawaii Revised Statutes, this Certificate of Registration is issued to secure to the aforesaid applicant the use of the said TRADEMARK throughout the State of Hawaii for the term of ONE year(s) from OCT 27 1997 to OCT 26 1998.

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

OCT 27 1997

REGISTRATION OF A TRADEMARK WITH THE DEPARTMENT DOES NOT GRANT YOU OWNERSHIP OF THE TRADEMARK

John V. Aragona
Director of Commerce and Consumer Affairs

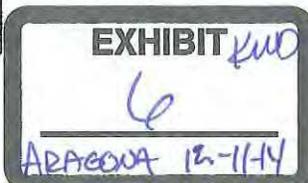


Exhibit ②

FIRST AMENDMENT OF ASSET PURCHASE AGREEMENT
DATED NOVEMBER 7, 1997

THIS FIRST AMENDMENT OF ASSET PURCHASE AGREEMENT DATED NOVEMBER 7, 1997 is made and entered into, effective November ____, 1997, by and between JOHN ARAGONA and CONNIE ARAGONA, whose business and post office address is 59-618 Kawoa Place, Haleiwa, Hawaii 96712, (hereinafter referred to as "Seller") and NITSCHKE ENTERPRISES, INC., a Hawaii corporation, whose business and post office address is 57-120 Lalo Kuilima Way, Kahuku, Hawaii 96731 (hereinafter referred to as "Buyer");

WITNESSETH:

WHEREAS, pursuant to that certain unrecorded ASSET PURCHASE AGREEMENT DATED NOVEMBER 7, 1997 (the "Agreement") Seller has sold and Buyer has purchased a portion of the assets of Seller's business known as "Giovanni's Aloha Shrimp", which is a retail food business specializing in the sale of cooked shrimp lunches from a lunch wagon at locations in Kahuku and Haleiwa; ("Business"); and

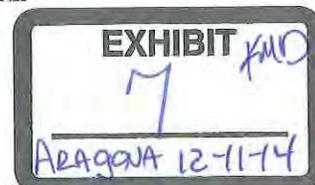
WHEREAS, Seller and Buyer Lessee agree to amend the Agreement to change Seller's contingencies designated under paragraphs 3A stating, in pertinent part, that Seller's leases must be assigned to Buyer and that Landlord's consent must be obtained, and 3C stating, in pertinent part, that the Hawaii trademark registration to the name "Giovanni's Aloha Shrimp" must be jointly owned by Seller and Buyer;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and in the Agreement, Seller and Buyer agree to a first amendment of the Agreement as follows:

1. Landlord's Consent and Assignment Contingency. Seller and Buyer hereby agree that the Contingency requiring the Kahuku lease to be assigned to Buyer with the Landlord's consent shall be deleted and replaced with the following: Seller provide proof prior to closing that the Buyer has been named as a tenant on the existing lease with Campbell Estates as landlord. The Buyer understands that the consent of the Landlord, Campbell Estates, can not be obtained and that as such Buyer has agreed to be added onto the current lease with Seller.

2. Trademark Contingency. Paragraph 3C shall be deleted in its entirety and replaced with the following:

Seller shall provide evidence, prior to closing, that the trademark "Giovanni's Aloha Shrimp" is registered and owned in the State of Hawaii by the Seller. Seller hereby covenants and agrees to permit Buyer to use the trade name "Giovanni's Aloha Shrimp", at no cost to Buyer, for a period of ten years with



said term to be extended for an additional ten year period upon Seller's renewal of said trade mark, subject to remaining term in the Asset Purchase Agreement. Buyer shall be permitted to use said trade name in the State of Hawaii without any restrictions except for those restrictions noted in the Asset Purchase Agreement.

3. Amendment. Except as expressly amended in this First Amendment, the Agreement shall remain unchanged and shall continue in full force and effect. The Agreement, as hereby amended, is ratified and confirmed.

4. VEHICLES. As a part of the Asset Purchase Agreement, Seller shall transfer title to those vehicles listed in exhibit "B" from the Seller to the Buyer. Seller shall provide, prior to closing, proof that the Seller holds title to these vehicles and the actual transfer of the vehicles shall be effected through closing by the Seller tendering to Escrow an executed original of the certificate of title for both vehicles. No title abstract shall be required prior to closing but the Seller hereby warrants that there are no liens and encumbrances on said vehicles.

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment of Asset Purchase Agreement, dated November 7, 1997, as of December _____, 1997, and shall be effective upon the signatures of Seller and Buyer .

JOHN ARAGONA

CONNIE ARAGONA

"Seller"

NITSCHKE ENTERPRISES, INC. A
Hawaii Corporation

By _____
Its

"Buyer"

Exhibit (8)



EXHIBIT *KMD*
8
APR 24 12-11-14

Exhibit 9

You are logged in as [jamiempitts.1974](#) | [Log out](#) | [Help](#)



giosauces.com Whois Search Search

- HOME
 - RESEARCH
 - MONITOR
 - BUY DOMAINS
 - LEARN
 - MY ACCOUNT
- [Overview](#)
[Whois Lookup](#)
[Reverse Whois](#)
[Whois History](#)
[Domain Report](#)
[Hosting History](#)
[Screenshots](#)
[Name Server Report](#)
[Reverse IP](#)
[DNS](#)

Whois History for Giosauces.com on 2001-07-03

+1 Tweet Like 5.1k

Enter a domain name to get its history

giosauces.com Get History

[Next >](#)

Domain: [giosauces.com](#) - [Whois History](#)

Cache Date: 2001-07-03

Registrar: NETWORK SOLUTIONS, INC.

Server: whois.networksolutions.com

Created: 1998-05-31

Updated:

Expires: 2003-05-31

Reverse Whois: Click on an email address we found in this whois record to see which other domains the registrant is associated with:
[giovanni@hawaii.rr.com](#) [mailroom@fastdns.net](#)

Registrant:
 Giovannis Aloha Foods
 96-1362 Waihona Street
 Pearl City, HI 96782
 US

Domain Name: GIOSAUCES.COM

Administrative Contact:
 Aragona, John [giovanni@HAWAII.RR.COM](#)
 Giovannis Aloha Foods
 PO Box 390
 Haleiwa,, HI 96712
 (888) 923-9494

Technical Contact:
 Administration [mailroom@FASTDNS.NET](#)
 FastDns Network
 3080 Ogden rd
 lisle, IL 60532
 US
 630-357-8545 Fax- - 630-357-8545
 Fax- - - 630-357-8545

Record last updated on 03-Jul-2001
 Record expires on 31-May-2003
 Record created on 31-May-1998
 Database last updated on 11-Jan-2002 15:00:24 EST

Domain servers in listed order:

NS.HOST4U.NET	209.150.128.30
NS2.HOST4U.NET	209.150.129.3

- [Memberships](#)
- [Developer API](#)
- [About Us](#)
- [Blog](#)
- [Desktop Tools](#)
- [Terms of Service](#)
- [Privacy](#)
- [Support](#)
- [Join Our Team](#)
- [Contact Us](#)
- [Press](#)
- [Site Map](#)

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EXHIBIT *KND*
9
 ARAGONA 12-11-14

Exhibit 10

INTERNET ARCHIVE
Wayback Machine

http://www.giosauces.com/company.html

Go

23 captures

23 Aug 99 - 4 May 07

JUL AUG NO
23
1998 1999 2000



What began as an unknown white shrimp truck on Oahu's North Shore became a legend known for it's succulent shrimp morsels served up **NOT** and tasty, pleasing to most every palette. The Hot & Spicy sauce, a sauce almost as **NOT** as our volcanic lava, brought some of our hot loving customers to their knees, while the mild but flavor-packed Scampi sauce brought nothing but delight to our wonderful customers. Now you don't have to travel all the way to Hawaii to get a taste of ALOHA. The infamous "We really mean it" **NOT** & Spicy sauce, as well as the Scampi sauce, is available now through mail order. If you don't believe how good it is, just check out the testimony from our customers and friends from all over the globe.

Please read on

.... Best Shrimp Ever.....

Yuki, Tokyo, Japan

.... Thanks for serving some of Oahu's finest, tastiest, freshest shrimp Scampi. We really enjoyed dining daily at the white shrimp truck, during our recent vacation...your shrimp is the BEST!

Harry & Rochelle Pillion
University Heights, Ohio

.... we think your shrimp scampi is the best we have eaten anywhere

Jim & Mary Jane West
Lufkin, Texas

.... Our friend Colette told us to stop at the "White Shrimp Truck" in Kahuku, and boy are we glad we did! The garlic Scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect Hot Sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it. I took a small container with me on the plane to dress up my airline seafood plate, and I huffed and puffed for hundreds of miles, what a treat.

Eddie, Terry & Jacob Coleman
Venice, California

.... The Virginia Diner also serves seafood but there is no Hot & Spicy like Giovanni's. We wait for the postman everyday for a catalog, sample, or something from you. All my ailments have returned and I need a cure.

Arthur & Elaine Harris, Jr.
Branchville, Virginia

.... The taste of those Scampi are still with us

Aldo Azzolin
Cicero, Illinois

.... still looking forward to you and eating your famous "Shrimp Sauces" See you again, next year.

Gerda
Vienna, Austria



INTERNET ARCHIVE
Wayback Machine

23 captures
23 Aug 99 - 4 May 07

Go

JUL AUG NOV
1998 1999 2000
23

.... The thing I miss most is my shrimp fix

Pat & Clyde Jacobs
Vancouver, Canada

.... was this little truck with the words "Shrimp, Shrimp" screaming from the top. You have been one of "A list" stops on out list of must see sights on Oahu with heaping plates of Scampi and Hot & Spicy. As always it was the most scrumptious meals although I'm so glad I had me little bottle of water with me.

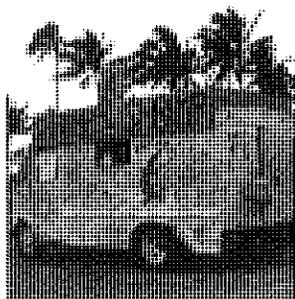
Lou Harris San Mateo,
California

.... Below your sunshade we enjoyed the best shrimp of Oahu and the Coldest coke in USA

Ann & Eric Appelt
Numberg, Germany

.... The hottest shrimp EVER

Allan Ciaport
Montpellier, France



What began as an unknown white shrimp truck on Oahu's North Shore became a legend known for it's succulent shrimp morsels served up **HOT** and tasty, pleasing to most every palette. The Hot & Spicy sauce, a sauce almost as **HOT** as our volcanic lava, brought some of our hot loving customers to their knees, while the mild but flavor-packed Scampi sauce brought nothing but delight to our wonderful customers. Now you don't have to travel all the way to Hawaii to get a taste of ALOHA. The infamous "We really mean it" **HOT** & Spicy sauce, as well as the Scampi sauce, is available now through mail order. If you don't believe how good it is, just check out the testimony from our customers and friends from all over the globe.

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Yuki, Tokyo, Japan

.... Thanks for serving some of Oahu's finest, tastiest, freshest shrimp Scampi. We really enjoyed dining daily at the white shrimp truck, during our recent vacation...your shrimp is the BEST!

Harry & Rochelle Pillion
University Heights, Ohio

.... we think your shrimp scampi is the best we have eaten anywhere

Jim & Mary Jane West
Lufkin, Texas

.... Our friend Colette told us to stop at the "White Shrimp Truck" in Kahuku, and boy are we glad we did! The garlic Scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect Hot Sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly nnique. I can't wait till you start bottling it. I took a small container with me on the plane to dress up my airline seafood plate, and I huffed and puffed for hundreds of miles, what a treat.

Eddie, Terry & Jacob Coleman
Venice, California

.... The Virginia Diner also serves seafood but there is no Hot & Spicy like Giovanni's. We wait for the postman everyday for a catalog, sample, or something from you. All my ailments have returned and I need a cure.

Arthur & Elaine Harris, Jr.
Branchville, Virginia

.... The taste of those Scampi are still with us

Aldo Azzolin
Cicero, Illinois

.... still looking forward to you and eating your famous "Shrimp Sauces" See you again, next year.

Gerda
Vienna, Austria

.... I miss talking to you and eating your incredible shrimp ... I'll see you soon in paradise.

Yasser
Alexandria, Egypt

.... The thing I miss most is my shrimp fix

Pat & Clyde Jacobs
Vancouver, Canada

.... was this little truck with the words "Shrimp, Shrimp" screaming from the top. You have been one of "A list" stops on our list of must see sights on Oahu with heaping plates of Scampi and Hot & Spicy. As always it was the most scrumptious meals although I'm so glad I had my little bottle of water with me.

Lou Harris

San Mateo,

California

.... Below your sunshade we enjoyed the best shrimp of Oahu and the Coldest coke in USA

Ann & Eric Appelt
Nurnberg, Germany

.... The hottest shrimp EVER

Allan Ciaport

Montpellier, France

**Giovanni's Hot & Spicy Sauce (14 Fl. oz.) --\$8.95**[\[Back\]](#) [Scrol](#)

Preparing the shrimp: Now in order to have Hot & Spicy Shrimp, in the first place, you need shrimp. (Doesn't take a genius to figure that out, does it?). Try to buy the ones with the head already cut off or else chop the critter's head off yourself. Next hold the shrimp upside-down, feet facing up, and butterfly the shrimp between the legs (ouch!). And, if you're having a lot of fun now, you might want to take out the vein that appears when you butterfly them. Now you are all set to make the mouthwatering shrimp of your desire!!



Hot & Spicy: These tasty treats are a snap to cook. Simply shake the sauce to mix the ingredients, pour it into the pan and add shrimp. If you want to be daring you can marinate them in the sauce to guarantee a wave of heat. Add about a tablespoon of butter while it's cooking and then let them cook till red all over, turning them periodically. Make sure to keep some water nearby for mouth-extinguishing purposes.



WARNING: Wash your hands immediately after touching the hot sauce and make sure you don't touch your face with it. If you happen to accidentally rub it on you, wash the area with salt and water. Be sure not to get it on your clothes as well because it won't come out!

Remember, you don't have to use just shrimp. You could put the Hot & Spicy on chicken and fish, and better yet you can use it on just about anything. Well, that's all I have to say about the cooking. I hope you enjoyed my little spiel and have a fun time eating the shrimp with a glass of wine or a cold beer.

Go

8 captures
24 Oct 00 - 10 Jun 02





JAC00315

1998



Giovanni's Scampi Sauce (13 Fl. oz.)--\$7.95

> [\[Back\]](#)

Preparing the shrimp: Now in order to have Shrimp Scampi, in the first place, you need shrimp. (Does't take a genius to figure that out, does it?). Try to buy the ones with the head already cut off or else chop the critter's head off yourself. Next hold the shrimp upside-down, feet facing up, and butterfly the shrimp between the legs (ouch!). And, if you're having a lot of fun now, you might want to take out the vein that appears when you butterfly them. Now you are all set to make the mouthwatering shrimp of your desire!!

Shrimp Scampi: To cook these succulent morsels, take the shrimp you've already prepared and marinate them in the Scampi sauce for about 45 minutes. To ensure a more delightful taste, be sure to sprinkle the marinating shrimp with about 1 to 2 tablespoons of garlic powder for every 1 to 2 lbs. of shrimp, mixing it all together.

When you put the shrimp in the pan put the butterflied side down, opening the cut you made to make sure it cooks evenly. Turn the shrimp when they

Remember, you don't have to use just shrimp. Any other kind of seafood or chicken will do. Let your imagination go Wild. Well, that's all I have to say about the cooking. I hope you enjoyed my little spiel and have a fun time eating the shrimp with a glass of wine or a cold beer.

Bon appetite!



[Back](#)





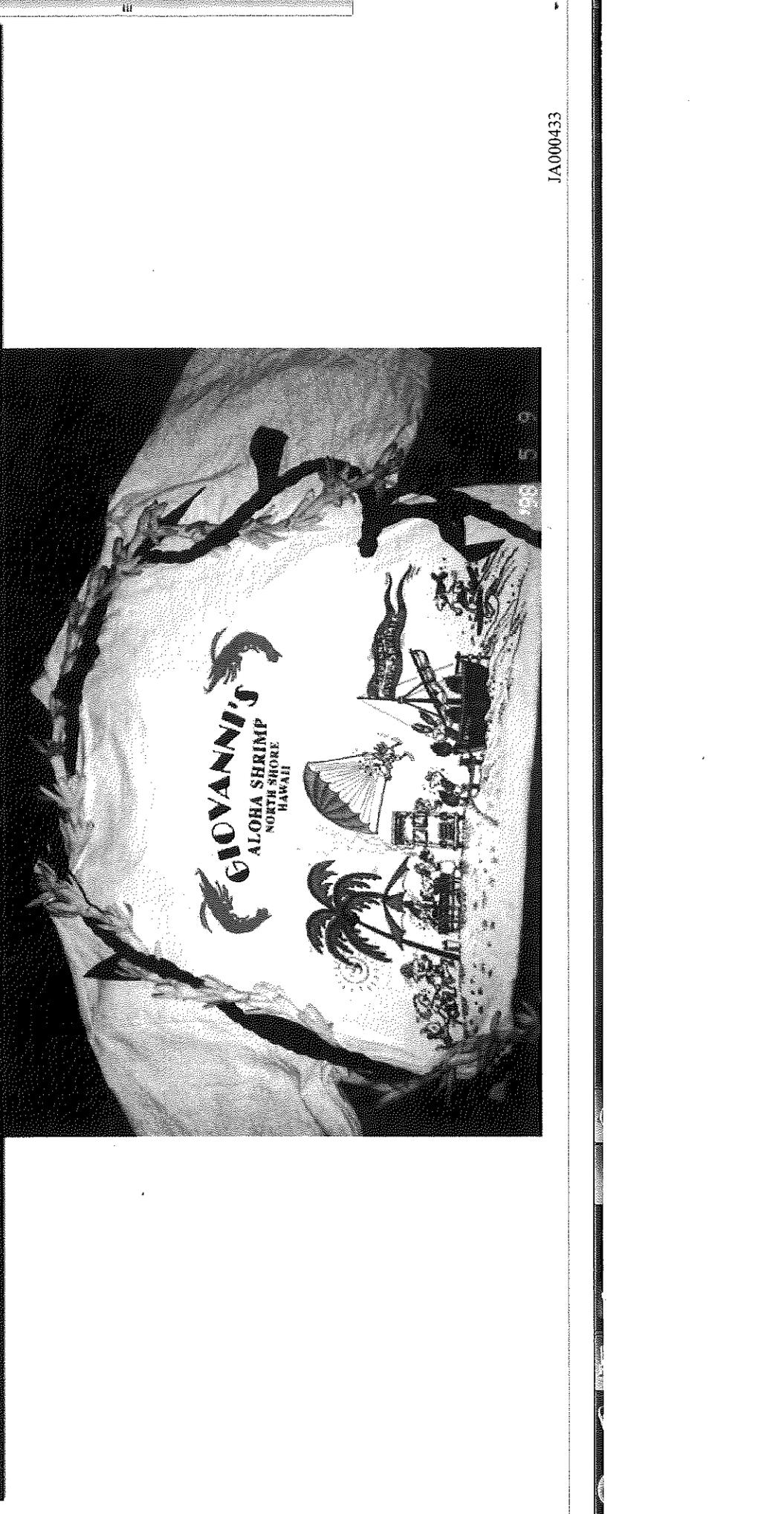


Giovanni's Hot & Spicy Sauce (14 Fl. oz.) --\$8.95

[\[Back\]](#) [Scrol](#)



Giovanni's Hot & Spicy Sauce (14 Fl. oz.) --\$8.95
[Back] Scrol



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 http://www.giosauces.com/ Go
 48 captures
 9 Oct 99 - 27 Jun 07
 OCT DEC AUG
 2002 17 2003 2006



Aloha Foods, LLC

North Shore, Hawaii



Welcome to Giovanni's Aloha Food



Home of Hawaii's best scampi and hot  sauce.



Our Products

Recipe

Contact Us

Company Info



Send mail to webmaster@giosauces.com with questions or comments about this web site.

Copyright © 1998 Giovanni's Aloha Foods

Last modified: April 5 2000

Quantity Price Code Description

0 01200 CFB-01 The Original Command's Alpha Marine's Bag (Blue) (See Alpha) (See Alpha)

0 01200 CFB-02 The Original Command's Alpha Marine's Bag (Blue) (See Alpha) (See Alpha)

0 01200 CFB-03 The Original Command's Alpha Marine's Bag (Blue) (See Alpha) (See Alpha)

0 01200 CFB-04 The Original Command's Alpha Marine's Bag (Blue) (See Alpha) (See Alpha)

0 01200 CFB-05 The Original Command's Alpha Marine's Bag (Blue) (See Alpha) (See Alpha)

Back to Top
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Shipping: Full Service



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Phone Number:

Fax Number:

Company:

Address:

City:

State/Province:

Other State/Province:

Zip/Postal Code:

Country:

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Phone Number:

Fax Number:

Company:

Address:

City:

State/Province:

Other State/Province:

Zip/Postal Code:

Country:

[\[Back to Giovanni's\]](#)

Exhibit 11



EXHIBIT *11*
11
ARAGONA 12-11-14

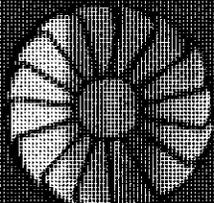


WALKER'S
Hebe & Sons
Sauce
Imported from
WALKER'S



LA000431

GIOVANNI'S



Prima e Seconda

Whisky

SCAMPI MARINADE

THE FERRARI

MADE IN ITALY

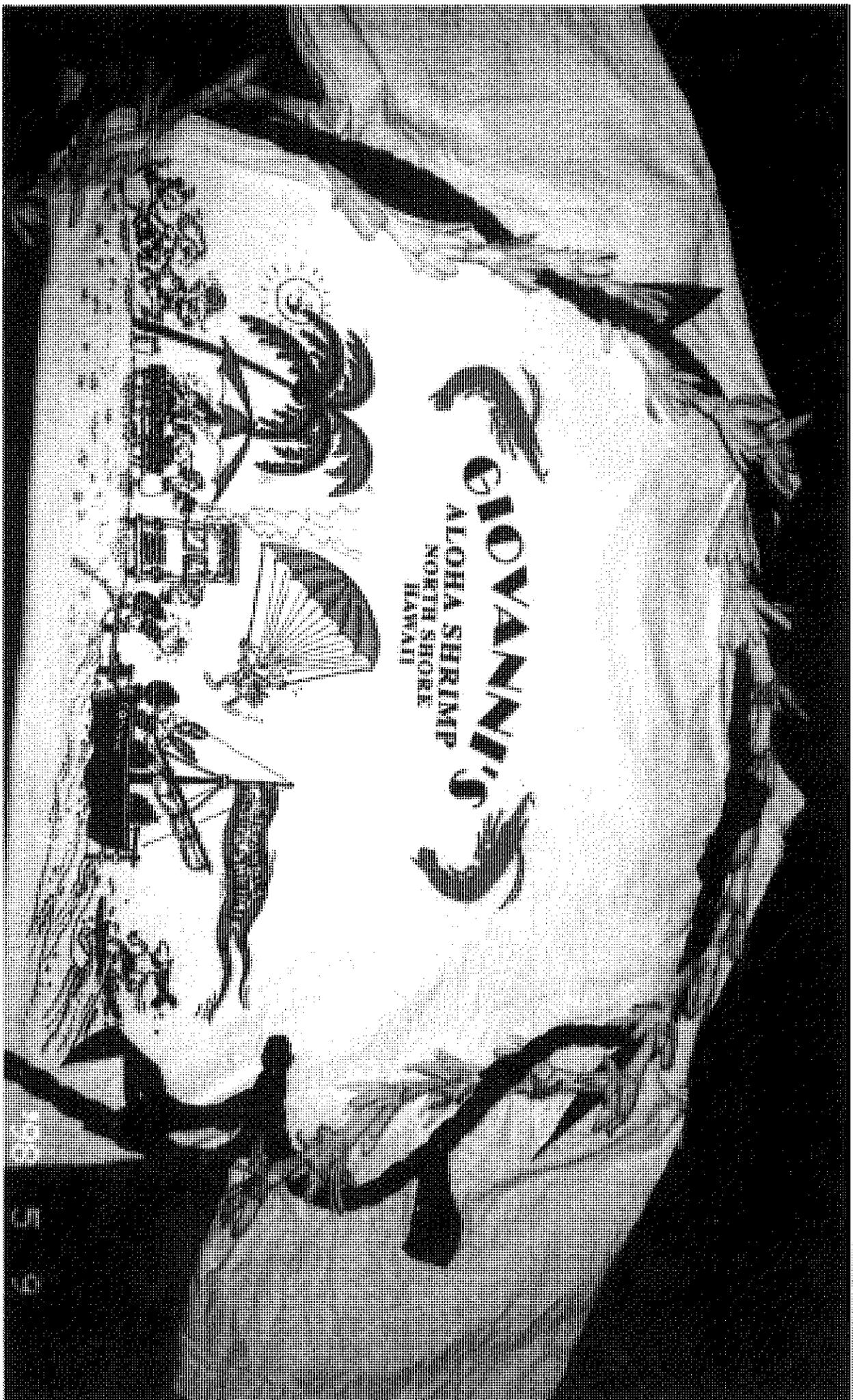


Exhibit (12)



Search Details

Taxpayer Name:	ARAGONA JOHN/CONNIE
DBA Name:	GIOVANNIS ALOHA FOODS
Taxpayer ID:	W40755706-01
Former Taxpayer ID:	10597724
Business Location:	Po Box 390 Haleiwa, HI 96712-0390
Tax Type:	General Excise and Use
Tax Status:	Open
Business Began:	04/03/1998
<-Back New Search->	

Last Updated on 06/05/2013

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[Hawaii State homepage](#) || [Department of Taxation](#) || [Feedback](#)

EXHIBIT *KWD*
12
ARAGONA 12-11-14

Exhibit (13)

GIOVANNI'S



ALOHA FOODS, L.L.C.
Pearl City
Hawaii



Giovanni Aragona

96-1362 Waihona St.
Pearl City, HI 96782
(O) 808-456-3888 / (F) 808-456-3889

toll free - 1-888-923-9494
e-mail - Giovanni@hawaii.rr.com
web page - GioSauces.com

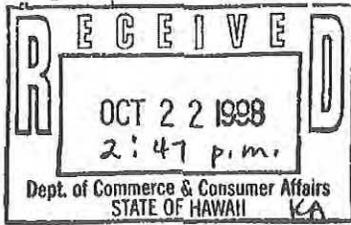
EXHIBIT *four*
13
ARAGONA 12-11-14

07/16/201310011

BAC TNCN

Exhibit 14

FORM LLC-1
8/98



STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810

ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

(Section 426-203, 428-902, Hawaii Revised Statutes)

Cash Doc.

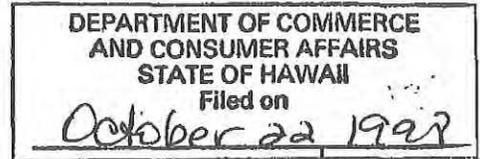
L13 00045130 2-10/22/98 100.00

2046 C5

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of (check one),

- Forming a limited liability company under the laws of the State of Hawaii (F/S100/L13)
- Converting to a limited liability company under the laws of the State of Hawaii (F/S100/L12)



do hereby make and execute these Articles of Organization:

The name of the company shall be:

Giovanni's Aloha Shrimp, L.L.C.

(The name must contain the words Limited Liability Company or the abbreviation L.L.C. or LLC)

II

The street address of the initial designated office in Hawaii is: 59-618 Kawoa Pl, Haleiwa HI 96712

(Mailing) P.O. Box 390, Haleiwa, Hawaii 96712

III

The company shall have and continuously maintain in the State of Hawaii an agent and street address of the agent for service of process on the company. The agent must be an individual resident of Hawaii, a domestic corporation, or another domestic limited liability company.

a. The name of the company's initial agent for service of process is:

James L. Goodrich

b. The street address of the agent for service of process is:

1717 Ala Wai Blvd. #1402, Honolulu, HI. 96815

IV

The name and address of each organizer is:

John V. Aragona

59-618 Kawoa Place, Haleiwa, HI. 96712

James L. Goodrich

1717 Ala Wai Blvd. #1402, Honolulu, HI. 96815

V

The period of duration is (check one):

At-will

For a specified term to expire on: _____ (Month) _____ (Day) _____ (Year)

2360490



VI

The company is (check one):

Manager-managed, and the names and residence street addresses of the initial managers are listed below.
(Number of initial members: _____)

Member-managed, and the names and residence street addresses of the initial members are listed below.

<u>John V. Aragona</u>	<u>59-618 Kawoa Place, Haleiwa, HI. 96712</u>
<u>Connie M. Aragona</u>	<u>59-618 Kawoa Place, Haleiwa, HI. 96712</u>
<u>James L. Goodrich</u>	<u>1717 Ala Wai Blvd. #1402, Honolulu, HI. 96815</u>
<u>Diane K. Wong</u>	<u>1717 Ala Wai Blvd. #1402, Honolulu, HI. 96815</u>

JA

VII

The members of the company (check one):

Shall not be liable for the debts, obligations and liabilities of the company.

Shall be liable for some or all, as stated below, of the specified debts, obligations and liabilities of the company, and have consented in writing to the adoption of this provision or to be bound by this provision.

VIII

(For LLC Resulting from Conversion)

a. The name of the domestic partnership being converted is:

Check one: General Limited Partnership

b. The agreement of conversion was approved by:

All of the partners
 The number or percentage of the partners required for conversion in the partnership agreement.

c. The partnership registration statement certificate of limited partnership is canceled as of the effective date of the conversion. The effective date of the conversion is (check one):

On the date and time of filing.
 On _____, at _____
Hawaiian Standard Time, which date is not later than 30 days after filing.

d. The notice of conversion was published on: _____
(Month) Days (Year)

in the (state newspaper name) _____, and reasonable efforts to give notice thereof in a reasonable manner to persons with whom the partnership expects to have a continuing business relationship as of the time of conversion were made.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statement and that the same is true and correct.

Signed this 8th day of October, 19 98

John V. Aragona
(Type/Print Name of Organizer)
John V. Aragona
(Signature of Organizer)

James L. Goodrich
(Type/Print Name of Organizer)
James L. Goodrich
(Signature of Organizer)

BAC TNCN

Exhibit 15

12/09/201310015

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810



2045 05

ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

(Section 428-203, 428-902, Hawaii Revised Statutes)

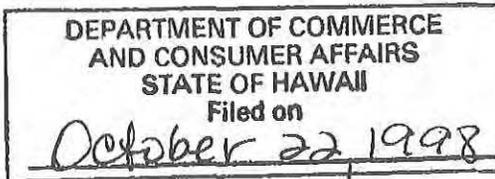
Cash Doc.

L13 00045129 2-10/22/98 100.00

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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II Kawoa Pl.

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John V. Aragona

59-618 Kawoa Place, Haleiwa, HI. 96712

James L. Goodrich

1717 Ala Wai Blvd. #1402, Honolulu, HI. 96815

V

The period of duration is (check one):

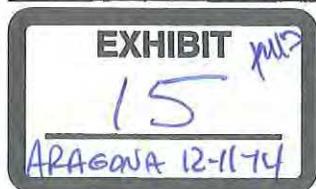
At-will

For a specified term to expire on: _____

(Month)

Day

Year)



I HEREBY CERTIFY that this is a true and correct copy of the official record(s) of the Business Registration Division.



[Signature]

DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS

December 9, 2013

VI

The company is (check one):

Manager-managed, and the names and residence street addresses of the initial managers are listed below.
(Number of initial members: _____)

Member-managed, and the names and residence street addresses of the initial members are listed below.

<u>John V. Aragona</u>	<u>59-618 Kawoa Place, Haleiwa, HI 9673</u>
<u>Connie M. Aragona</u>	<u>59-618 Kawoa Place, Haleiwa, HI 9671</u>
<u>James L. Goodrich</u>	<u>1717 Ala Wai Blvd #1402, Honolulu, HI 9681</u>
<u>Diane K. Wong</u>	<u>1717 Ala Wai Blvd #1402, Honolulu, HI 96815</u>

VII

The members of the company (check one):

Shall not be liable for the debts, obligations and liabilities of the company.

Shall be liable for some or all, **as stated below**, of the specified debts, obligations and liabilities of the company, and have consented in writing to the adoption of this provision or to be bound by this provision.

VIII
(For LLC Resulting from Conversion)

a. The name of the domestic partnership being converted is:

Check one: General Limited Partnership

b. The agreement of conversion was approved by:

- All of the partners
- The number or percentage of the partners required for conversion in the partnership agreement.

c. The partnership registration statement certificate of limited partnership is canceled as of the effective date of the conversion. The effective date of the conversion is (check one):

On the date and time of filing.

On _____, at _____
Hawaiian Standard Time, which date is not later than 30 days after filing.

d. The notice of conversion was published on: _____
(Month) (Days) (Year)

in the (state newspaper name) _____, and reasonable efforts to give notice thereof in a reasonable manner to persons with whom the partnership expects to have a continuing business relationship as of the time of conversion were made.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statement and that the same is true and correct.

Signed this 8th day of October, 19 98

John V. Aragona
(Type/Print Name of Organizer)
John V. Aragona
(Signature of Organizer)

James L. Goodrich
(Type/Print Name of Organizer)
James L. Goodrich
(Signature of Organizer)

Exhibit (16)



Wednesday, March 3, 1999

▲▲▲



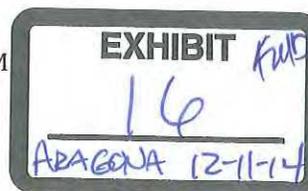
Hot Stuff!

Local sauces win top awards

Three Hawaii-made sauces have won national recognition -- Scovie Awards from Fiery Foods Magazine.

They were selected from among 450 products -- including sauces, salsas, condiments, dressings, seasonings, oils, even candies and pancake mixes. The emphasis was not on heat alone, but also on flavor blends and palatability.

The Scovies take their name from the Scoville unit, which measure the amount of capsaicin in a chile



to determine its hotness.

Giovanni's Aloha Foods in Haleiwa won first place in the pasta category for its Scampi Marinade and second place in the grilling sauce category for its Hot & Spicy Sauce. Hawaiian Kine won third-place in the dressings category for Oriental Three Cracked Pepper Dressing.

All the sauces are available at It's Chili in Hawaii, 2080 S. King St. Call 945-7070.



Kidney Foundation offers screenings

According to the National Kidney Foundation of Hawaii, this state has a rate of kidney disease 30 percent higher than the rest of the nation.

To raise awareness during March, "Kidney Month," the foundation will be offering free screenings:

- Saturday -- Ala Moana Center community booth (near Wet Seal), and at Windward Mall (under escalators), 10 a.m. to 2 p.m.
- March 13 -- Pearlridge Center (Uptown), Mililani Town Center (in front of Mililani Town Florist) and Hawaii Kai Shopping Center (near Longs), 10 a.m. to 2 p.m.
- March 25 -- Fort Street Mall, 10 a.m. to 2 p.m.
- March 27 -- Waianae Mall (near Longs), 10 a.m. to 2 p.m.

Risk factors for kidney disease include a family history of the disease, high blood pressure, diabetes, frequent urinary tract infections and drug and alcohol abuse.

Call 593-1515.



*Send WatDat? questions, stories
or any other story ideas or comments to:
Features, Honolulu Star-Bulletin, P.O. Box 3080,*

Troy Nitsche Deposition
Exhibit: 5
Exhibit Offered by Respondent
12/3/14

Exhibit (17)

LIMITED LIABILITY COMPANY MEMBER AGREEMENT

JOHN ARAGONA, CONNIE ARAGONA, JAMES GOODRICH, DIANE WONG, and TROY NITSCHKE, the below signed hereby enter into this Member Agreement on behalf of themselves, their heirs, successors and assigns, and set forth following terms and conditions as constituting the Member Agreement in its entirety:

1. The Limited Liability Company (LLC) shall go by the following name: Giovanni's Aloha Foods, LLC.
2. The LLC's principle place of business shall be in the State of Hawaii.
3. The first day that the LLC shall begin business is September 15, 1999, and it will continue in business until a majority of the members agree to terminate it or until forced by law to cease operations.
4. The LLC's operations shall be primarily in the following field or area:
The manufacture and sale of the LLC's bottled sauces and bottling of third party products. It is understood by all members that John and Connie Aragona may, at their discretion, operate a catering service from the LLC's place of business. The catering service will have no affiliation with the LLC. All profits, and any liabilities, associated with the catering service belong solely to John and Connie Aragona.
5. The following member contributions, ownership interests, and voting rights in the LLC shall apply:
There are five (5) ownership interests in the LLC, as follows:
John Aragona and Connie Aragona, having contributed their sauce recipes, existing business contracts, and certain production equipment valued at Fifteen Thousand Dollars (\$15,000.00), shall each be entitled to an ownership interest of twenty-five (25%) for a total ownership interest of fifty percent (50%) of the LLC.

EXHIBIT
17
ARAGONA 12-11-14

James Goodrich and Diane Wong, having contributed Three Thousand Dollars (\$3,000.00) cash, their business expertise, and legal services, shall each be entitled to an ownership interest of twelve and one-half percent (12.5%) for a total of twenty-five percent (25%) of the LLC.

Troy Nitsche, having contributed the sum of One Hundred Thousand Dollars (\$100,000.00) cash shall be entitled to an ownership interest of twenty-five percent (25%) of the LLC.

There are three voting interests in the LLC, as follows:

John Aragona and Connie Aragona, as one entity for voting purposes, shall be entitled to collectively cast ONE (1) vote. Should there be disagreement between John Aragona and Connie Aragona as to a voting decision, the vote cast by John Aragona shall be binding as to both parties.

James Goodrich and Diane Wong, as one entity for voting purposes, shall be entitled to collectively cast ONE (1) vote. Should there be disagreement between James Goodrich and Diane Wong as to a voting decision, the vote cast by James Goodrich shall be binding as to both parties.

Troy Nitsche, as one entity for voting purposes, shall be entitled to cast ONE (1) vote.

6. The IRS's general allocation rule shall apply, and gains and losses shall be allocated according to the % of total capital contributed by each member as set out in paragraph #5 above.

7. Profits and losses shall be allocated according to the same percentage of ownership interests set forth in paragraph #5 above.

8. Salary for the services rendered by any member shall be determined by unanimous approval of the members.

9. Control and management of the LLC shall be in accordance with the following:

John Aragona and Connie Aragona shall be responsible for the day-to-day management of the LLC. They shall have the right to make all day-to-day decisions regarding the operation of the LLC. However, any decision to purchase additional equipment, hire employees, increase salaries or benefits of employees, or expense LLC funds exceeding Two Thousand Dollars (\$2,000.00) requires majority approval. Expenditure of funds exceeding Five Thousand Dollars (\$5,000.00), or acquisition of any debt by the LLC which exceeds Five Thousand Dollars (\$5,000.00) requires unanimous approval.

10. The members designate the following as the LLC's business checking account into which all the funds of the LLC shall be placed and maintained:

First Hawaiian Bank, Account No. 26-035295

11. Adequate accounting records shall be made and maintained. Any member, or his/her agent, may review any and all accounting or other records at anytime. Any costs of inspection shall be paid by the individual member seeking the review. However, with majority approval any costs incurred by such review shall be paid by the LLC.

12. Accounting records and books shall be kept on a cash basis and the fiscal year shall begin on the 1ST day of January and shall end 31ST day of December.

13. The LLC shall dissolve upon the retirement, death or incapacity of any member unless the remaining members, or any individual member, elect(s) the option of buying out that member's share. If so elected, the LLC shall be valued by submission to arbitration with GAMA, Inc., according to reasonable accounting and valuation principles, and as set forth in paragraph #15 below. The finding of the arbitrator as to the value of the LLC shall be final and binding upon the members, their heirs, successors, and assigns. Upon the issuance of this finding, the remaining members shall have sixty (60) days to buy out the previous member's share. Should more than

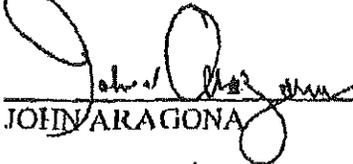
one remaining member desire to buy this share, the share shall be split evenly between the same.

14. Upon termination or dissolution of the LLC, the LLC will be promptly liquidated, with all debts being paid first, prior to any distribution of the remaining funds. To the extent any funds remain, distribution of the remaining funds shall be made according to the following:

First paid shall be Troy Nitsche, in an amount equal to his initial \$100,000.00 contribution to the LLC. Any remaining funds shall then be distributed according to the percentage of ownership as set out in paragraph #5 above.

15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

So agreed, this 14th day of October, 1999.



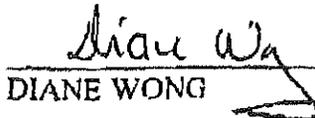
JOHN ARAGONA



CONNIE ARAGONA



TROY NITSCHIE



DIANE WONG



JAMES GOODRICH

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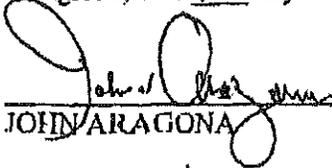
one remaining member desire to buy this share, the share shall be split evenly between the same.

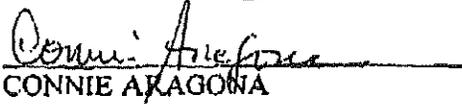
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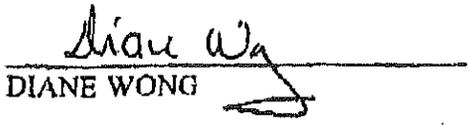
15. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

So agreed, this 14th day of October, 1999.


JOHN ARAGONA


CONNIE ARAGONA


TROY NITSCHIE


DIANE WONG


JAMES GOODRICH

Giovanni's Aloha Foods, L.L.C.

Exhibit (18)

96-1362 WAIHONA STREET
PEARL CITY, HI 96782
808-456-3888

Giovanni's Aloha Foods was founded in 1997, as a derivative of Giovanni's Aloha Shrimp, that has been in business serving the public since 1994. When Giovanni's Aloha Shrimp was founded, family recipes of scampi marinade and hot & spicy sauces made the business flourish - making it one of the "Must Stops" on the North Shore of the Island.

With that success, a great demand for the special Giovanni's sauces arose; compelling us to have our sauces manufactured in small individual 12 oz. bottles for the consumption of our regular satisfied customers. As we tried unsuccessfully to have our sauces bottled on the Mainland, we came to the conclusion that it would be better to do it ourselves. That's how Giovanni's Aloha Foods began.

In 1999, we entered our sauces in a national contest, The "Scovie" Awards" - which is a national contest, to gauge the public response for our product. From the more than 400 products entered that year in different categories, our Scampi Marinade won First Place in the Pasta Category and our Hot & Spicy Sauce won Second Place in the Grilling Category, creating abundant advertising for our sauces and a boost in our sales. With such a great honor bestowed on our products, the demand for them multiplied and a need for the company to grow became our first priority. We then got together with friends of ours, as well as customers, and turned Giovanni's Aloha Foods into a L.L.C. to be able to compete more efficiently in the USA and internationally.

Giovanni's Aloha Foods, L.L.C., has been in business since 1999. Our product has been or will soon be, distributed to a wide range of chain stores, including Sam's Club, all military bases in Hawaii and some smaller businesses on the Island. We hope to eventually broaden the scope of the products we supply to the public, as well as other clients products that we will be bottling, as we make ourselves available to them with our knowledge and good will.

Thank you very much for your interest in our company. We hope to serve you with the best we have to offer in the near future.

Sincerely,

John V. Aragona



JA000409

Exhibit 19



You are logged in as [jamienpitts_1974](#) | [Log out](#) | [Help](#)

[HOME](#) |
 [RESEARCH](#) |
 [MONITOR](#) |
 [BUY DOMAINS](#) |
 [LEARN](#) |
 [MY ACCOUNT](#)

[Overview](#) |
 [Whois Lookup](#) |
 [Reverse Whois](#) |
 [Whois History](#) |
 [Domain Report](#) |
 [Hosting History](#) |
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 [Name Server Report](#) |
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Whois History for Giosauces.com on 2003-07-24

[+1](#) [Tweet](#) [Like](#) 5.1k [+](#)

Enter a domain name to get its history

[« Previous](#)

[Next »](#)

Domain: [giosauces.com](#) - [Whois History](#)
Cache Date: 2003-07-24
Registrar: NETWORK SOLUTIONS, INC.
Server: whois.networksolutions.com
Created: 1998-05-31
Updated:
Expires: 2006-05-30

Reverse Whois: Click on an email address we found in this whois record to see which other domains the registrant is associated with:
[giovanni@hawaii.rr.com](#) [mailroom@fastdns.net](#)

Registrant:

Giovannis Aloha Foods (GIOSAUCE-DOM)
 96-1362 Waihona Street
 Pearl City, HI 96782
 US

Domain Name: GIOSAUCE.COM

Administrative Contact:

Aragona, John (JA6459) [giovanni@HAWAII.RR.COM](#)
 Giovannis Aloha Foods
 PO BOX 390
 HALEIWA, HI 96712-0390
 US
 (888) 923-9494 fax: 999 999 9999

Technical Contact:

FastDns Network (AD3086-ORG) [mailroom@FASTDNS.NET](#)
 FastDns Network
 3080 Ogden rd
 lisle, IL 60532
 US
 630-357-8545 fax: - 630-357-8545

Record expires on 30-May-2006.

Record created on 17-Oct-2002.

Domain servers in listed order:

NS.HOST4U.NET 209.150.128.30
 NS2.HOST4U.NET 209.150.129.3

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 [Developer API](#) |
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Exhibit (24)

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1.877.731.4442

Questions? Call Support 24/7/365

Date (MM/DD/YYYY): 05/18/2010

Name: John V Aragona

Company: John V Aragona

Address 1: 417 Whitfield Ave

Address 2: Sarasota

City: FL

Country: US

State: FL

Postal code: 34243

Services	Term	Price
giovannisalohashrimp.com	5 years	\$88.00
giovannissauces.com	5 years	\$88.00
		Total: \$176.00

Invoice#: RLP383559

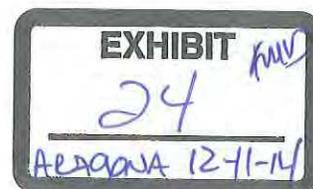
For 24/7/365 customer service, call toll-free in the U.S. & Canada : 1.877.731.4442.
Outside the U.S. & Canada call: +1 902.749.5919.

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Commercial Register # 980 355 214? Share Capital 0
Portuguese Tax ID # PT 980 355 214
VAT: exempt under b) nº 9, article 6, of CIVA



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Registration Service Provided By: WHOIS.COM PTE LTD

Domain Name: GIOSAUCES.COM

Registration Date: 12-Jun-2013

Expiration Date: 12-Jun-2018

Status:LOCKED

Note: This Domain Name is currently Locked.
This feature is provided to protect against fraudulent acquisition of the domain name, as in this status the domain name cannot be transferred or modified.

Name Servers:

- ns1.whois.com
- ns2.whois.com
- ns3.whois.com
- ns4.whois.com

Registrant Contact Details:

Giovanni's Aloha Foods Corp.
John (tracs@tampabay.rr.com)
417 Whitfield Avenue
Sarasota
Florida,34243
US
Tel. +1.9413065372

Administrative Contact Details:

Giovanni's Aloha Foods Corp.
John (tracs@tampabay.rr.com)
417 Whitfield Avenue
Sarasota
Florida,34243
US
Tel. +1.9413065372

Technical Contact Details:

Giovanni's Aloha Foods Corp.
John (tracs@tampabay.rr.com)
417 Whitfield Avenue
Sarasota
Florida,34243
US
Tel. +1.9413065372

Billing Contact Details:

Giovanni's Aloha Foods Corp.
John (tracs@tampabay.rr.com)
417 Whitfield Avenue
Sarasota

Great Partner Offers

Protect assets from personal liability

Comodo Endpoint Security Manager

Florida,34243
US
Tel. +1.9413065372

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is", and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to:

(1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or
(2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone.

The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us. The Registrar of record is PDR Ltd. d/b/a PublicDomainRegistry.com.

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WHOIS search results for:
GIOVANNISALOHASHRIMP.COM
 (Registered)

Is this your domain? Add hosting, email and more.

Want to buy this domain? Get it with our Domain Buy service.

The data in Register.com's WHOIS database is provided to you by Register.com for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. Register.com makes this information available "as is," and does not guarantee its accuracy. By submitting a WHOIS query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone; or (2) enable high volume, automated, electronic processes that apply to Register.com (or its systems). The compilation, repackaging, dissemination or other use of this data is expressly prohibited without the prior written consent of Register.com. Register.com reserves the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Registrant:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com
 Registrar Name: Register.com
 Registrar Whois: whois.register.com
 Registrar Homepage: www.register.com

Domain Name: giovannisalohashrimp.com
 Created on: 2010-05-18
 Expires on: 2015-05-18

Administrative Contact:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com

Technical Contact:
 Register.com
 Domain Registrar
 575 8th Avenue
 New York, NY 10018
 US
 Phone: +1.9027492701
 Email: domainregistrar@register.com

DNS Servers:
 dns249.d.register.com
 dns207.c.register.com
 dns045.b.register.com
 dns222.a.register.com

Registrant:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com
 Registrar Name: Register.com
 Registrar Whois: whois.register.com
 Registrar Homepage: www.register.com



NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand against internet squatters who could try to buy up these names in the hopes of selling them to you at an inflated price. It also enables you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

- Alternate TLDs**
 - giovannisalohashrimp.co SAVE! \$11.99/yr
 - giovannisalohashrimp.info SAVE! \$1.99*/yr
 - giovannisalohashrimp.net SAVE! \$7.99*/yr
 - giovannisalohashrimp.org SAVE! \$9.99*/yr
 - giovannisalohashrimp.us SAVE! \$4.99/yr
 - giovannisalohashrimp.ca SAVE! \$12.99/yr
 - giovannisalohashrimp.mobi SAVE! \$6.99*/yr
 - giovannisalohashrimp.biz SAVE! \$5.99*/yr
- Similar Premium Domains**
 - BrownShrimp.com \$500.00*
 - ShrimpSoup.com \$1,449.00*
 - ShrimpPaste.com \$1,149.00*
 - ShrimpCake.com \$888.00*
 - ShrimpFarm.com \$3,188.00*
 - ShrimpInfo.com \$2,388.00*
- Similar Domains**
 - giovannisalohashrimps.com \$11.99*/yr
 - thegiovannisalohashrimp.com \$11.99*/yr
 - giovannisalohashrimpsite.com \$11.99*/yr
 - mygiovannisalohashrimp.com \$11.99*/yr
 - ...ovannisalohashrimponline.com \$11.99*/yr
 - newgiovannisalohashrimp.com \$11.99*/yr
 - ...iovannisalohashrimpstore.com \$11.99*/yr
 - freegiovannisalohashrimp.com \$11.99*/yr



Learn more about

- [Private Registration](#)
- [Business Registration](#)
- [Deluxe Registration](#)
- [Protected Registration](#)

*Plus ICANN fee of \$0.18 per domain name year.
 **CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

Domain Name: giovanisalohashrimp.com
Created on.....: 2010-05-18
Expires on.....: 2015-05-18

Administrative Contact:
John V Aragona
John V Aragona
417 Whitfield Ave Sarasota
FL, FL 34243
US
Phone: +1.9413065372
Email: tracs@tampabay.rr.com

Technical Contact:
Registercom
Domain Registrar
575 8th Avenue
New York, NY 10018
US
Phone: +1.9027492701
Email: domainregistrar@register.com

DNS Servers:
dns249.d.register.com
dns207.c.register.com
dns045.b.register.com
dns222.a.register.com
Visit AboutUs.org for more information about giovanisalohashrimp.com

[AboutUs: giovanisalohashrimp.com](#)

Registrar: RANGER REGISTRATION (MADEIRA) LLC.
Whois Server: whois.register.com
Creation Date: 18-MAY-2010
Updated Date: 18-MAY-2010
Expiration Date: 18-MAY-2015

Nameserver: DNS045.B.REGISTER.COM
Nameserver: DNS207.C.REGISTER.COM
Nameserver: DNS222.A.REGISTER.COM
Nameserver: DNS249.D.REGISTER.COM

Registry Status: clientTransferProhibited

[See Underlying Registry Data](#)

Search for another domain name in the WHOIS database

SEARCH

Account Manager

- My Account
- My Renewals
- My Upgrades
- Account Settings
- Customer Information
- Order History
- Create Account

Shopping

- Domain Search
- Product Catalog
- Product Advisor
- Go Daddy Gear
- Gift Cards
- Go Daddy Mobile
- Today's Offers

Resources

- Webmail
- WHOIS search
- ICANN Confirmation
- Affiliates
- Follow & Fan Us
- Legal
- Commercial Contests
- Site Map

Help & Support

- Telephone Support & Sales
- Go Daddy Community
- Discussion Forums
- Help and Guides
- User Groups
- Submit Support Ticket
- Site Suggestions
- Report Spam
- Go Daddy Scoop

About Go Daddy

- Careers
- Security Center
- Company Info
- News Center
- Customer Testimonials
- Marketing Opportunities
- .ME Scholarship
- Round Up for Charity

Sign Up For Special Offers

[YourEmail@YourWebsite.com](#)

Join Our Community Forums



Our Partners



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[Legal](#) [Privacy Policy](#)

GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: RegistrarSTATS.com



LOG IN Username / Customer# Password

Create Account | Forgot Password?

USD empty

Deals of the Day

24/7 Sales & Support (480) 505-8877 Hablamos Español

Our Commercials | Bob's Video Blog | Help & Forums

WHOIS Domain Check

Domains | Hosting | Email | Websites | Search Engines | SSL & Security | Resellers | Affiliates | Auctions | My Account

WHOIS search results for: GIOVANMISSAUCES.COM (Registered)

Is this your domain? Add hosting, email and more.

Want to buy this domain? Get it with our Domain Buy service.

The data in Register.com's WHOIS database is provided to you by Register.com for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. Register.com makes this information available "as is," and does not guarantee its accuracy. By submitting a WHOIS query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone; or (2) enable high volume, automated, electronic processes that apply to Register.com (or its systems). The compilation, repackaging, dissemination or other use of this data is expressly prohibited without the prior written consent of Register.com. Register.com reserves the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

Registrant:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com
 Registrar Name: Register.com
 Registrar Whois: whois.register.com
 Registrar Homepage: www.register.com

Domain Name: giovanmissauces.com
 Created on: 2010-05-18
 Expires on: 2015-05-18

Administrative Contact:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com

Technical Contact:
 Register.com
 Domain Registrar
 575 8th Avenue
 New York, NY 10018
 US
 Phone: +1.9027492701
 Email: domainregistrar@register.com

DNS Servers:
 dns249.d.register.com
 dns207.c.register.com
 dns045.b.register.com
 dns223.a.register.com

Registrant:
 John V Aragona
 John V Aragona
 417 Whitfield Ave Sarasota
 FL, FL 34243
 US
 Phone: +1.9413065372
 Email: tracs@tampabay.rr.com
 Registrar Name: Register.com
 Registrar Whois: whois.register.com
 Registrar Homepage: www.register.com



NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand against internet squatters who could try to buy up these names in the hopes of selling them to you at an inflated price. It also enables you to capture more Web traffic, which you can then direct to your primary domain.

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- giovanmissauces.co SAVE! \$11.99/yr
- giovanmissauces.info SAVE! \$1.99*/yr
- giovanmissauces.net SAVE! \$7.99*/yr
- giovanmissauces.org SAVE! \$9.99*/yr
- giovanmissauces.us SAVE! \$4.99/yr
- giovanmissauces.ca \$12.99/yr
- giovanmissauces.mobi SAVE! \$6.99*/yr
- giovanmissauces.biz SAVE! \$5.99*/yr
- Similar Premium Domains**
- TartareSauce.com \$749.00*
- FishSauces.com \$1,349.00*
- AlfredoSauces.com \$949.00*
- Auctores.net \$1,488.00*
- Auctoritas.com \$1,700.00*
- AUcllc.com \$1,288.00*
- Similar Domains**
- thegiovanmissauces.com \$11.99*/yr
- giovanmissaucessite.com \$11.99*/yr
- mygiovanmissauces.com \$11.99*/yr
- giovanmissaucesonline.com \$11.99*/yr
- newgiovanmissauces.com \$11.99*/yr
- giovanmissaucesstore.com \$11.99*/yr
- freegiovanmissauces.com \$11.99*/yr
- giovanmissaucesnow.com \$11.99*/yr



Learn more about

- [Private Registration](#)
- [Business Registration](#)
- [Deluxe Registration](#)
- [Protected Registration](#)

*Plus ICANN fee of \$0.18 per domain name year.
 **CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

Domain Name: giovanissauces.com
Created on.....: 2010-05-18
Expires on.....: 2015-05-18

Administrative Contact:
John V Aragona
John V Aragona
417 Whitfield Ave Sarasota
FL, FL 34243
US
Phone: +1.9413065372
Email: tracs@tampabay.rr.com

Technical Contact:
Registercom
Domain Registrar
575 8th Avenue
New York, NY 10018
US
Phone: +1.9027492701
Email: domainregistrar@register.com

DNS Servers:
dns249.d.register.com
dns207.c.register.com
dns045.b.register.com
dns223.a.register.com
Visit AboutUs.org for more information about giovanissauces.com

AboutUs: giovanissauces.com

Registrar: RANGER REGISTRATION (MADEIRA) LLC.
Whois Server: whois.register.com
Creation Date: 18-MAY-2010
Updated Date: 18-MAY-2010
Expiration Date: 18-MAY-2015

Nameserver: DNS045.B.REGISTER.COM
Nameserver: DNS207.C.REGISTER.COM
Nameserver: DNS223.A.REGISTER.COM
Nameserver: DNS249.D.REGISTER.COM

Registry Status: clientTransferProhibited

See Underlying Registry Data

Search for another domain name in the WHOIS database

Search input field with a "SEARCH" button.

Account Manager

- My Account
- My Renewals
- My Upgrades
- Account Settings
- Customer Information
- Order History
- Create Account

Shopping

- Domain Search
- Product Catalog
- Product Advisor
- Go Daddy Gear
- Gift Cards
- Go Daddy Mobile
- Today's Offers

Resources

- Webmail
- WHOIS search
- ICANN Confirmation
- Affiliates
- Follow & Fan Us
- Legal
- Commercial Contests
- Site Map

Help & Support

- Telephone Support & Sales
- Go Daddy Community
- Discussion Forums
- Help and Guides
- User Groups
- Submit Support Ticket
- Site Suggestions
- Report Spam
- Go Daddy Scoop

About Go Daddy

- Careers
- Security Center
- Company Info
- News Center
- Customer Testimonials
- Marketing Opportunities
- .ME Scholarship
- Round Up for Charity

Sign Up For Special Offers

YourEmail@YourWebsite.com

Join Our Community Forums



Our Partners

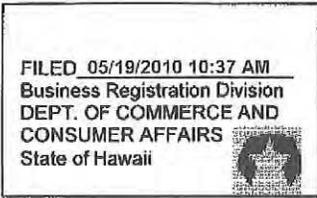


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[Legal](#) [Privacy Policy](#)

GoDaddy.com is the world's No. 1 ICANN-accredited domain name registrar for .COM, .NET, .ORG, .INFO, .BIZ and .US domain extensions. Source: RegistrarSTATS.com

Exhibit (25)



STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727



APPLICATION FOR REGISTRATION OF TRADE NAME
(Chapter 482, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Applicant's Name: John V Aragona
Applicant's Address: 417 Whitfield Ave., Sarasota, FL 34243, USA
(including city, state, and zip code)

2. Registration is (check one): New OR Renewal

3. Status of Applicant (check only one): Sole Proprietor Corporation Partnership LLC LLP per JVA
 Unincorporated Association OR Other (explain): _____ per JVA

4. If applicant is an entity, list state or country of incorporation/formation/organization: USA per JVA

5. Trade Name is: Giovanni's Aloha Shrimp

6. Applicant is (check one): Originator of name OR Assignee (one to whom name was assigned to by another)

7. Nature of business for which the trade name is being used: Sell Shrimp and bottle sauces

I certify, under the penalties set forth in Section 482-3.5, Hawaii Revised Statutes, that (check one): I am the applicant OR I am the _____ of the applicant named in the foregoing application, I am authorized to sign this application, and that the above statements are true and correct to the best of my knowledge and belief.

John V Aragona John V Aragona 05/19/2010
(Print Name) (Signature) (Date)

SEE INSTRUCTIONS ON REVERSE SIDE. Application must be certified by the applicant if an individual. For corporations, application must be signed by an authorized officer of the corporation. General or limited partnerships must be signed by a general partner. For LLC, must be signed and certified by a manager of a manager-managed company or by a member of a member-managed company. LLP must be signed and certified by a partner.

(DEPARTMENTAL USE ONLY) Certificate of Registration No. 4084085

CERTIFICATE OF REGISTRATION OF TRADE NAME

In accordance with the provisions of Chapter 482, Hawaii Revised Statutes, this Certificate of Registration is issued to secure the aforesaid applicant the use of the said TRADE NAME throughout the State of Hawaii for the term of five years from May 19, 2010 to May 18, 2015

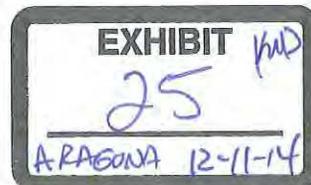
REGISTRATION OF A TRADE NAME WITH THE DEPARTMENT DOES NOT GRANT YOU OWNERSHIP OF THE TRADE NAME

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

Dated: May 19, 2010

(Director of Commerce and Consumer Affairs)

B48 (Fee)
S18 (SH)



05/19/2010 10:47:522

Exhibit (28)

From: jasco1070@comcast.net
To: amy@amyhepler.com
Cc: [Giovanni](#)
Subject: Fw: Giovanni's The Best Shrimp Ever !!!
Date: Monday, June 21, 2010 6:27:50 PM

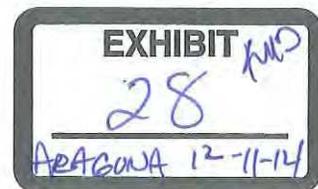
Fyi

-----Original Message-----

From: Giovanni
To: John Aragona
Subject: Giovanni's The Best Shrimp Ever !!!
Sent: Jun 21, 2010 3:29 PM

<http://web.archive.org/web/20031025150230/www.giosauces.com/> How lucky is this? I found it. JVA

Sent from my Verizon Wireless BlackBerry



INTERNET ARCHIVE
waybackmachine

http://www.giosauces.com/

Go

50 captures
9 Oct 99 - 27 Jun 07

AUG OCT DEC Cl
2002 25 2003 2006 H



GIOVANNI'S



Aloha Foods, LLC

North Shore, Hawaii



Welcome to Giovanni's Aloha Food



Home of Hawaii's best scampi and hot  sauce.



Our Products

Recipe

Contact Us

Company Info



Send mail to webmaster@giosauces.com with questions or comments about this web site.

Copyright © 1998 Giovanni's Aloha Foods

Last modified: April 5 2000

From: [Giovanni](#)
To: "Amy Hepler"
Subject: RE: Need Additional Details
Date: Saturday, September 25, 2010 11:40:54 AM

Hi, hope all is well. I've made some changes on your email labels. Let me know what you think.

LABELS:

Hot and Spicy Sauce - eliminate the "recipes available online." We are just doing recipes for the scampi.

Under "We Really Mean It!" please change the word Marinade to Sauce and add - "Since 1997."

Please do the same on the Scampi label - under "Marinade.- "Since 1997"

Otherwise, these labels are fine.

WEBSITE:

If you refer to the "old" website, you can put those recipes for the scampi on the site. The only thing is if you could change the font, and make the headings of each recipe another color as well as bold, that would be great.

You can also take all the information from the "old" website under "company info" and put that paragraph on the new website. Please make whatever English-correct changes you think are necessary.

Any other questions, please get in touch with us.

From: Amy Hepler [mailto:amy@amyhepler.com]
Sent: Wednesday, September 22, 2010 6:30 PM
To: 'Giovanni'
Subject: Need Additional Details

Hi guys,

For each label we have space to put a little content. Here is what I have so far for each. I still have room on each one for more information. Please edit as you like. Do you want to add a "Since 1997" somewhere in it? Maybe a quick recipe similar to the scampi? Thanks!

For the Hot and Spicy Sauce	For the Scampi Marinade
<p>Giovanni's Hot & Spicy Sauce is excellent on seafood, chicken, ribs, barbecue ...</p> <p>Add it to spaghetti sauce, salsas and anywhere you want a little extra kick. Enjoy.</p> <p>www.giovanniassauces.com</p> <p>1-888-969-9199</p> <p>SHAKE WELL BEFORE USING. REFRIGERATE AFTER OPENING.</p>	<p>Giovananni's Scampi Marinade</p> <p>Shrimp Scampi 2 lbs. large, uncooked shrimp with shell 1 bottle of Giovanni's Scampi Marinade Marinate for 45 minutes or longer. Saute for 3-5 minutes until shrimp are pink. Remove shrimp and saute garlic until golden brown. Serve with rice and lemon. Peel, Eat and Enjoy!!</p> <p>Recipes available online: www.giovanniassauces.com</p>

From: [Giovanni](#)
To: amy@amyhepler.com
Subject: Gateway
Date: Monday, September 27, 2010 1:55:05 PM

Could you please let us know what gateway you are using for the website? Our merchant processor, Chase Bank, would like to know if it's Orbital or Authorize.net.

Thanks again.

John & Carol

From: [jasco1070](#)
To: amy@amyhepler.com
Subject: Link to Embed
Date: Thursday, June 07, 2012 9:47:35 PM

<http://www.youtube.com/watch?v=AHUjuffTUg>

From: [Giovanni's Sauces](#)
To: "Amy Hepler"
Subject: FW: [Website feedback] giovanni shrimp sauce
Date: Monday, July 09, 2012 9:55:45 AM

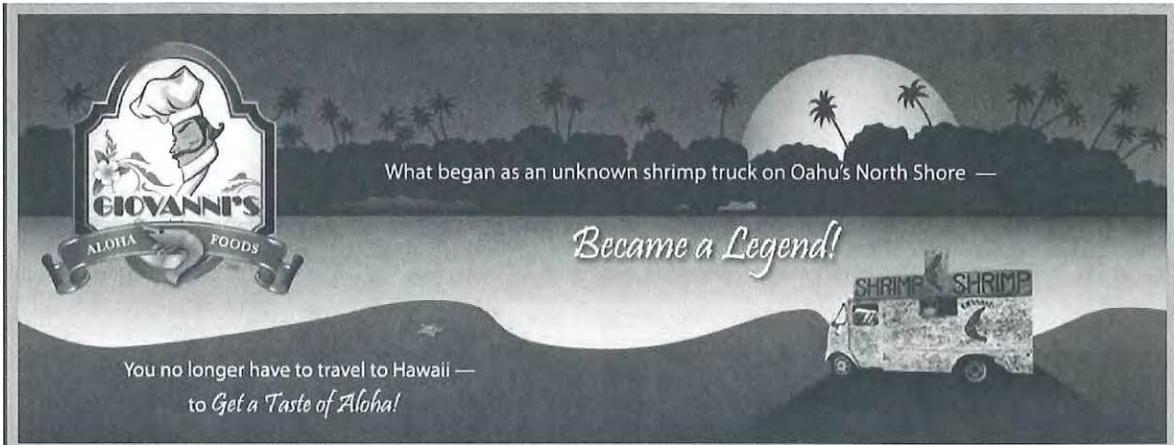
Hope you had a nice holiday week.
Is there any way you can put this on our website and FB page. Would also love to have it under comments on the YouTube. Can you help out?
Thanks, Carol

-----Original Message-----

From: mantonelli@cento.com [<mailto:mantonelli@cento.com>]
Sent: Thursday, June 28, 2012 10:04 AM
To: giovanni@giovanissauces.com
Subject: [Website feedback] giovanni shrimp sauce

Mike Antonelli (mantonelli@cento.com) sent a message using the contact form at <http://www.giovanissauces.com/contact>.

Just to let you know we marinated 2 lb. 31/40 shrimp in the Giovanni scampi sauce and put them on the grill screen at medium heat 4 minutes on each side . Then we put them back in your sauce and served them . At first bite my brother-in-law said "WOW !!!! GET ME A CASE OF THIS SAUCE". Thank you Giovanni.



- Home
- About Us
- Recipes
- Shop Online
- Contact Us

Buy Giovanni's Sauces Online!

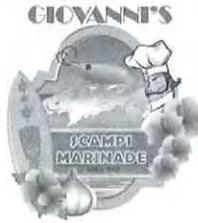
Category: [Store](#)

View as: [Grid](#) [List](#) [Table](#) Sort by: [Price: low to high](#)



Giovanni's Hot & Spicy Sauce
SKU 1195100971

\$6.95



Giovanni's Scampi Marinade
SKU 1195100969

\$7.95

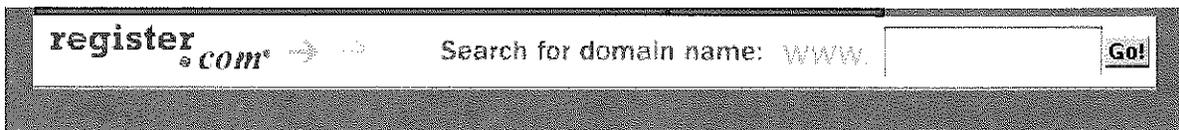
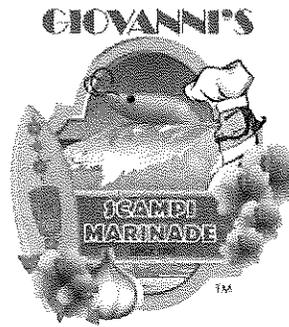


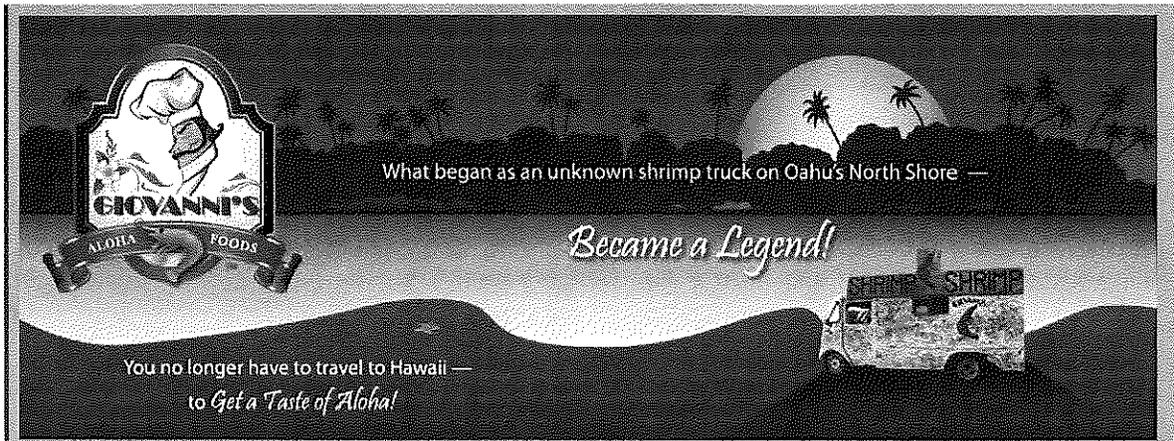


Buy Giovanni's Sauces Online!

Category: [Store](#)

View as: **Grid** [List](#) [Table](#)



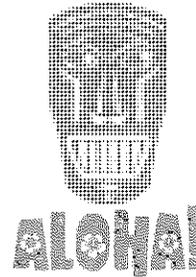


- [Home](#)
- [About Us](#)
- [Recipes](#)
- [Shop Online](#)
- [Contact Us](#)

About Giovanni's Aloha Foods and Famous Shrimp Sauce!

What began as an unknown, white shrimp truck on Oahu, Hawaii's North Shore — Became a Legend ...

Known for it's succulent shrimp morsels served up hot and tasty, Giovanni's Aloha Foods has been pleasing palattes since 1997. Giovanni's Hot & Spicy Sauce, a sauce almost as hot as volcanic lava, has been known to bring customers to their knees; while the mild, but flavor-packed, Giovanni's Scampi Marinade has brought nothing but delight to customers. AND NOW YOU CAN BUY IT IN A BOTTLE!



Our Customers Say

"Our friend told us to stop at the "White Shrimp Truck" in Kahuku, and we're glad we did! The garlic scampi was our family's overall favorite, and I loved the Hot & Spicy, I really mean it! I collect hot sauce from all over the place, Barbados to Belize, Louisiana to Los Angeles, and your secret African Roots and spice are truly unique. I can't wait till you start bottling it."

— Eddie, Terry & Jacob Coleman, Venice, Calif.

"We think your shrimp scampi is the best we have eaten anywhere."

— Jim & Mary Jane West Lulkin, Texas

"Still looking forward to seeing you and having your famous shrimp sauces."

— Gerda Vienna, Austria

"The thing I miss most is my shrimp fix."

— Pat & Clyde Jacobs Vancouver, Canada

"Thanks for serving some of Oahu's finest, tastiest, freshest shrimp scampi. We really enjoyed dining daily at the white shrimp truck, during our recent vacation. Your shrimp is the BEST!"

— Harry & Rochelle Pillion, University Heights,

"You have been one of "A list" stops on our list of must see sights on Oahu As always it was the most scrumptious meal."

— Lou Harris San Mateo, California

"I miss talking to you and eating your incredible shrimp. I'll see you soon in paradise."

— Yasser Alexandria, Egypt

"Best shrimp ever!"

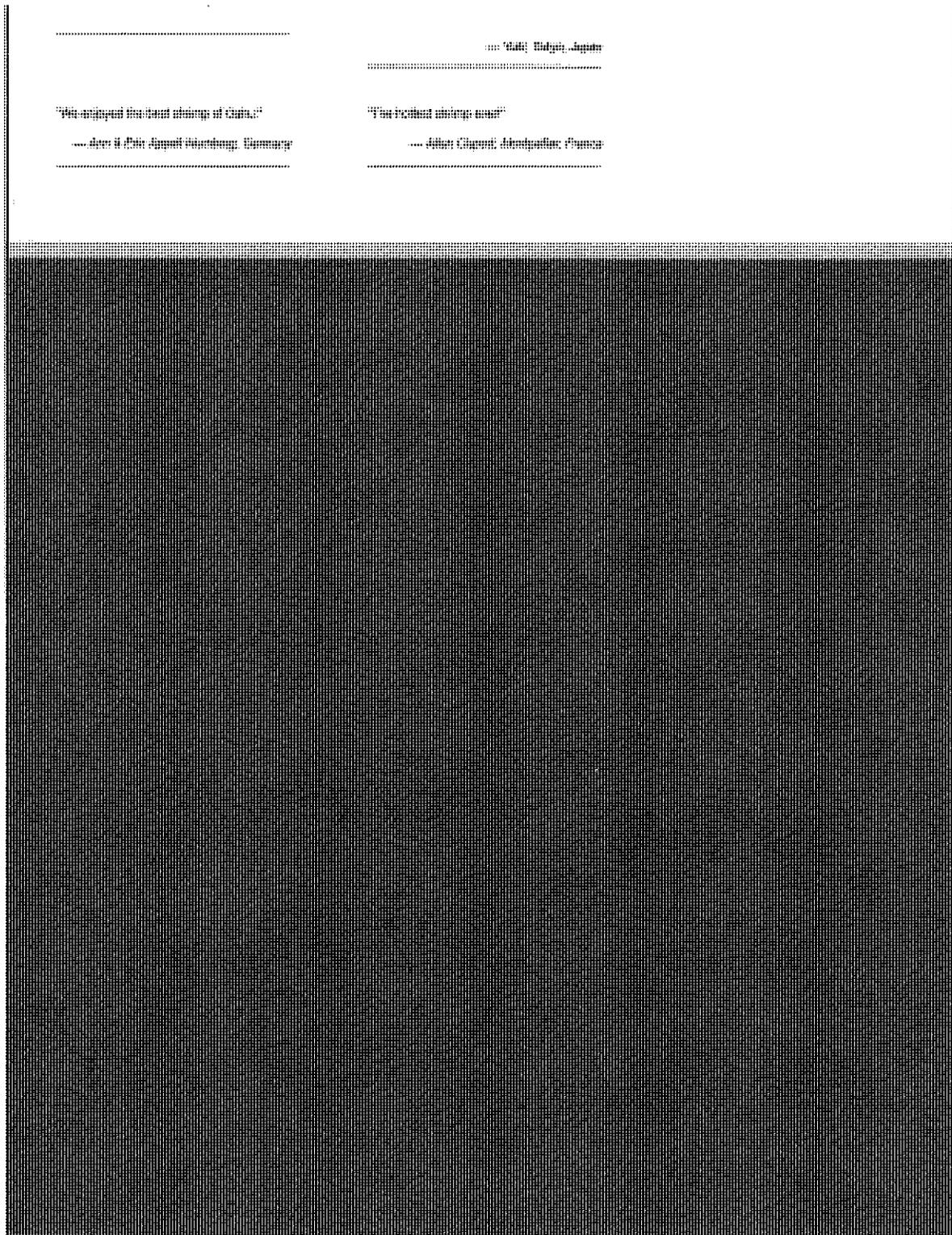


Exhibit 30

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L10000086936
FILED 8:00 AM
August 18, 2010
Sec. Of State
ncausseaux

Article I

The name of the Limited Liability Company is:

GIOVANNI'S ALOHA FOOD LLC

Article II

The street address of the principal office of the Limited Liability Company is:

417 WHITFIELD AVENUE
SARASOTA, FL. US 34243

The mailing address of the Limited Liability Company is:

417 WHITFIELD AVENUE
SARASOTA, FL. US 34243

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

CAROL DILELLO
417 WHITFIELD AVENUE
SARASOTA, FL. 34243

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CAROL DILELLO



Article V

The name and address of managing members/managers are:

Title: MGRM
CAROL DILELLO
417 WHITFIELD AVENUE
SARASOTA, FL. 34243 US

L10000086936
FILED 8:00 AM
August 18, 2010
Sec. Of State
ncausseau

Signature of member or an authorized representative of a member

Signature: CAROL DILELLO

BAY TECH/LABEL

12177 28th Street North - St. Petersburg, Florida 33716

800-229-8321 Toll Free
 727-572-9311 Local
 727-572-8345 Fax
 www.BayTechLabel.com

Invoice Date 10/19/2010

Invoice No 36583

Page 1

Invoice

Exhibit (31)

Sold To -

Giovanni's Aloha Foods LLC
 417 Whitfield Avenue
 Sarasota, FL 34243

*Referrals
 Appreciated*

Shipped To -

HOT Wachulas
 201 Frontage Boulevard
 Bartow Municipal Airport
 Bartow, FL 33830

Customer P.O. No. John/E-Mail Order Date 10/5/2010 Ticket No. 37806
 Customer No. 7782 Sales Rep No. 106 Sonia Domena

Terms: 1 % 10, Net 30

Ordered	Shipped	Date	Product No.	Description	Price		Total
2,000	2,200	10/12/2010	18115	Scampi Marinade Sauce labels	\$166.32	Per M	\$365.90
2,000	2,160	10/12/2010	18116	Hot & Spicy Sauce labels	\$166.32	Per M	\$359.25
					4,360	Sub Total:	\$725.15

Art	Scampi Marinade & Hot & Spicy Sauce Labels	\$25.00
Plate	Scampi Marinade & Hot & Spicy Sauce Labels	\$320.00

*11/15/10
 P&V by
 Credit
 card*

Misc:	\$0.00
Freight: UPS Ground	\$22.04
Tax	\$74.91
Total Invoice	\$1,167.10
Prepayment	\$0.00
Balance Due	\$1,167.10

If this invoice is paid within 10 days, you may take a 1% discount, any later than 10 days entire amount should be sent.
 If you send a copy of your resale cert. with your payment, I will remove the tax. Without this certificate, we must collect tax. Thanks, Jan Waites-credit manager.

Handwritten calculations:
~~1167.10~~
~~74.91~~
 1092.19
 - 01

 1092.19
 1092.19

 2014.09

Another calculation:
 1092.19
 12.01

 1080.18

EXHIBIT
 31
 ARAGANA 12-11-14

Exhibit (32)

INVOICE

amyhepler.com

Creative Web Solutions

47 Kingsberry Drive
Somerset, NJ 08873
609.865.7446

DATE: OCTOBER 13, 2010

TO:

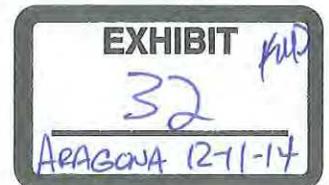
Giovanni's Aloha Foods
John and Carol Aragona
417 Whitfield Avenue
Sarasota, FL 34243
941.306.5372

SERVICE DESCRIPTION	AMOUNT
Design services	
<ul style="list-style-type: none"> • Website • Logo • Business cards • Bottle labels (2) 	
Development/deployment services	
<ul style="list-style-type: none"> • Website development on Register.com 	
SUBTOTAL	1500.00
Business card order from Vistaprint	
<ul style="list-style-type: none"> • 500 Premium cards, two-sided, glossy (Order #4HR7T-CA797-0P6) 	32.48
<ul style="list-style-type: none"> • 500 Premium cards, two-sided, glossy (Order #MRC7T-CA319-0B0) 	32.48
TOTAL	\$1564.96

*pd 10/29
\$500
ck # 1002*

Make all checks payable to Amy Hepler
Payment is appreciated within 10 days.

Thank you for your business!



GIOVANNI'S



JA000312

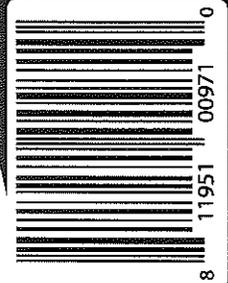
TM

4" x 8" DIECUT

Nutrition Facts
Serving Size 1 Tsp (5g)
Servings Per Container: about 85

Amount Per Serving		Calories from Fat 0
		% Daily Value*
Calories	4	0%
Total Fat	0g	0%
Saturated Fat	0g	0%
Trans Fat	0g	0%
Cholesterol	0mg	0%
Sodium	47mg	2%
Total Carbohydrate	0g	0%
Dietary Fiber	0g	0%
Sugars	0g	
Protein	0g	
Vitamin A	2%	Vitamin C 5%
Calcium	0%	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.



Giovanni's Hot & Spicy Sauce, known to be as hot as volcanic lava (We Really Mean It!), is excellent on seafood, chicken, ribs, barbecue, ... you name it. Add it to spaghetti sauces, salsas and anywhere you want a kick!

ALOHA!

www.giovannissauces.com
1-888-969-9199
SINCE 1997

SHAKE WELL BEFORE USING.
REFRIGERATE AFTER OPENING.

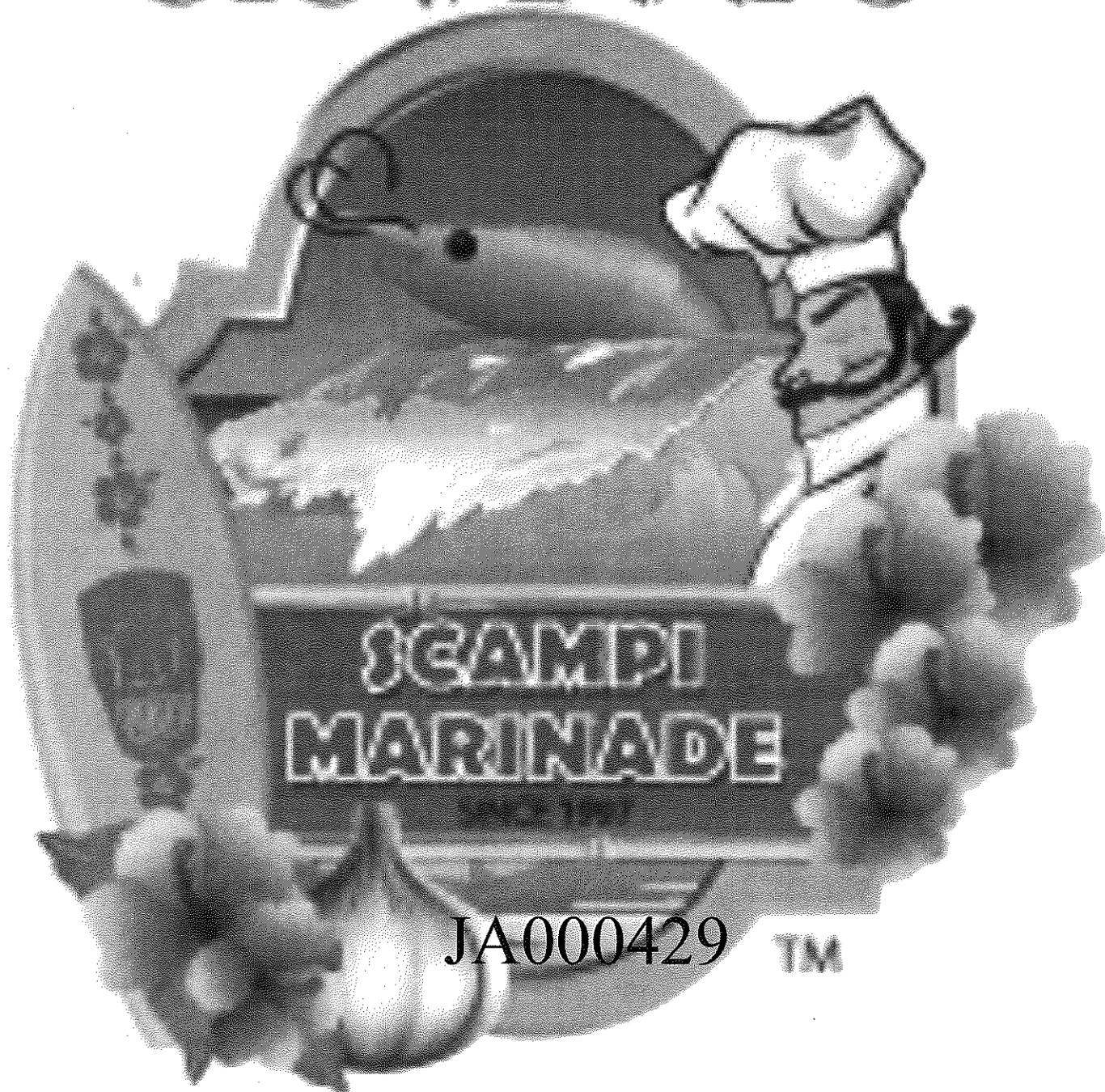
INGREDIENTS: LEMON JUICE, DISTILLED VINEGAR, GARLIC POWDER, HOT RED PEPPERS, PERI PERI PEPPERS, SALT, BLACK PEPPER, AND SPICES.

GIOVANNI'S ALOHA FOOD
job number: JA000529

HIGHLY CONFIDENTIAL - TRADE SECRET/COMMERCIALLY SENSITIVE

SAVTECH/LABEL

GIOVANNI'S



JA000429

TM





TRADE MARK

SENSITIVE

THE WINE COMPANY

Caroleann

From: Amy Hepler Designs and Web Development [amy@amyhepler.com]
Sent: Thursday, September 29, 2011 4:35 PM
To: Carol Aragona
Subject: Customer Invoice



*PA 10/13/11
Ck# 1023*

Dear Carol Aragona (Giovannis Aloha Foods),

This is a notice that an invoice has been generated on 09/29/2011.

Your payment method is: PayPal

Invoice #518
Amount Due: \$600.00 USD
Due Date: 09/29/2011

Invoice Items

Website migration, upgrade of Twitter to match website, addition of "Made in the USA" to all materials. \$600.00 USD

Sub Total: \$600.00 USD
Credit: \$0.00 USD
Total: \$600.00 USD

You can login to your client area to view and pay the invoice at <http://www.amyhepler.com/whmcs/viewinvoice.php?id=518>

Amy Hepler Designs and Web Development
www.amyhepler.com
609-865-7446



Amy Hepler
47 Kingsberry Drive
Somerset, NJ 08873
amy@amyhepler.com
609.865.7446

TO: Giovanni's Aloha Foods
Carol Aragona
417 Whitfield Ave.
Sarasota, FL 34243

INVOICE

Date: May 24, 2011

Service Description	Amount
Revision of logos to reflect "TM" on website, print and business cards.	\$100.00
New business card order for both John and Carol.	\$125.00
<hr/>	
Total Due:	\$225.00

Thank you for your business!

*paid 5/31/11
#1044*

Saccoccio & Lopez
ATTORNEYS AT LAW

Exhibit (33)

Paul H. Saccoccio
Admitted Hawaii and New York

Marianita Lopez
Admitted Hawaii and New York

November 30, 2010

Troy Nitsche
Giovanni's Shrimp Truck
83 Kamehameha Highway
Kahuku, HI 96731

Dear Mr. Nitsche:

Please be advised that I represent John Aragona whom you know well. I have tried to contact you and Mr. Goodrich without success.

As you know, Mr. Aragona, the originator of Giovanni's Shrimp Truck, signed a contract with you agreeing not to compete for a limited period of time. That time has long since expired. Mr. Aragona is now in the process of bottling and selling his Giovanni's Shrimp Sauce and Scampy Marinade through all means of distribution including online.

I am writing to inform you of his plans that you may take this opportunity to register any legal concerns you may have based on the original contract. I am not in possession of the contract and If you are willing to forward it to me it would greatly assist me in protecting all parties legal rights.

I welcome the opportunity to discuss this matter with you or anyone you authorize. My client is in the process of developing his business plan so should you have objections now is the time raise them.

I look forward to hearing from you.

Very truly yours,


Paul Saccoccio



66-437 Kamehameha Highway, Suite 209 • Haleiwa, Hawaii 96712 • Phone (808) 637-7611 • Fax (808) 637-4490
HaleiwaLaw@hawaii.rr.com

Exhibit (35)

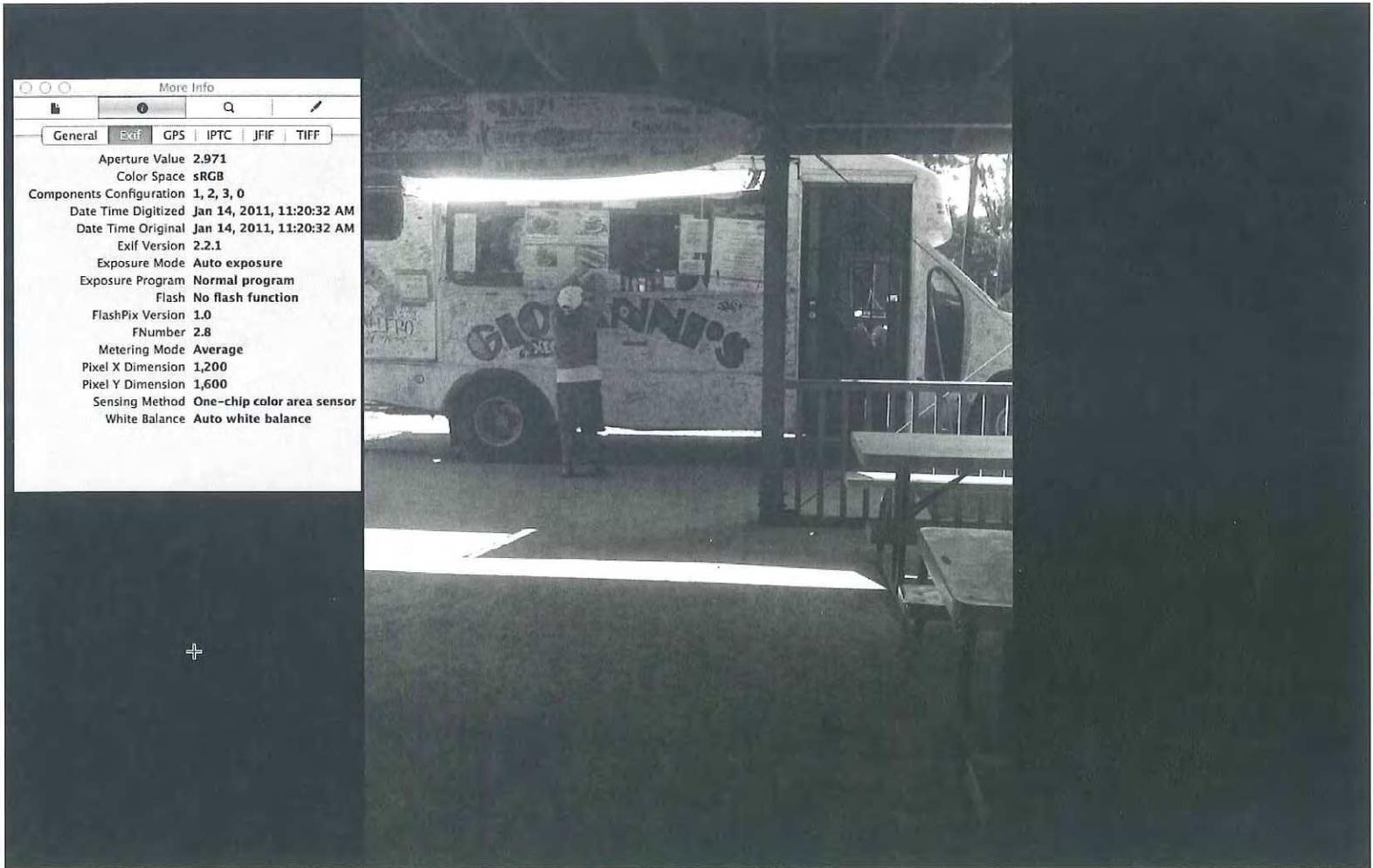
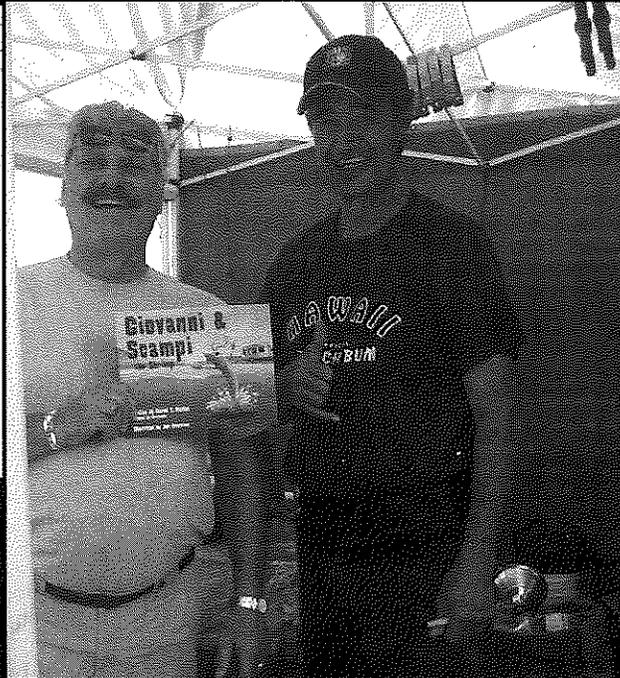


EXHIBIT FILE
35
ARAGONA 12-11-14

More Info

General Exif GPS IPTC JFIF TIFF

Aperture Value 2.971
Color Space sRGB
Components Configuration 1, 2, 3, 0
Date Time Digitized Jan 14, 2011, 11:17:50 AM
Date Time Original Jan 14, 2011, 11:17:50 AM
Exif Version 2.2.1
Exposure Mode Auto exposure
Exposure Program Normal program
Flash No flash function
FlashPix Version 1.0
FNumber 2.8
Metering Mode Average
Pixel X Dimension 1,200
Pixel Y Dimension 1,600
Sensing Method One-chip color area sensor
White Balance Auto white balance



+



Exhibit (37)

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451
www.uspto.gov

August 15, 2011

The Law Office of Jamie N. Pitts, Esq., P.A.
ATTN: Jamie Pitts
754 NE 90th Street, Suite 704
Miami, FL 33138

Re: Letter of protest filed against Trademark Application Serial Nos. 85-201283, 85-201288, 85-219363 and 85-219370 for the marks featuring "GIOVANNI'S" filed by LuckyU Enterprises, Inc.

Dear Ms. Pitts:

Your letters of protest were received in the United States Patent and Trademark Office (USPTO) on June 22, 2011 and were referred to me for review.

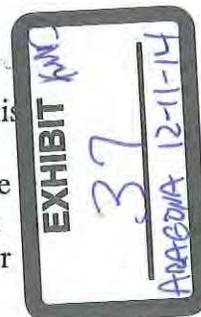
Decision: The letters of protest are hereby ACCEPTED.

Your letters of protest are accepted for the record because the submitted evidence is of the type which may be given to an examining attorney for consideration during *ex parte* examination. *Trademark Manual of Examining Procedure* (TMEP) §1715.02(a). The examining attorney will be forwarded evidence of the recognition of Mr. John Aragona and his connection to GIOVANNI'S ALOHA SHRIMP and the mobile restaurant known as the White Shrimp Truck.

However, your evidence in the nature of a copy of a prior asset purchase agreement will not be forwarded to the examining attorney. The issue of private contract violation is more appropriate for an *inter partes* proceeding where the evidence regarding such an allegation may be fully developed by both parties.

Issues such as priority of use and allegations of breach of contract comprise subject matter that is beyond the scope of authority of the examining attorney assigned to this case. (See, for example, *In re W.R. Case & Sons Cutlery Co.*, 12 USPQ2d 1544 (TTAB 1989) (Simms, Member, dissenting.) Such issues are more appropriately addressed in an *inter partes* proceeding, which directly involves the parties at issue.

The forwarding of the evidence attached to your letter of protest does not entitle you to communicate directly with the examining attorney, either orally or in writing, with regard to this application. Further, the acceptance of a letter of protest filed before publication is not a legal determination by the USPTO of registrability, nor is it meant to compromise the integrity of the *ex parte* examination process. It merely serves to bring the submitted evidence to the attention of the examining attorney, who determines whether a refusal or requirement should be raised or ultimately made final. TMEP §1715.02(b).



Please note that if any of the applications are approved for publication, the acceptance of your letter of protest does not stay the time for filing an opposition with the Trademark Trial and Appeal Board (TTAB) after a mark has published in the *Official Gazette*. 37 C.F.R. §§2.101-2.107. You must file a notice of opposition, or a request for an extension of time to file an opposition, within thirty days of the date of publication if you wish to oppose registration of the mark. You may obtain further information regarding proceedings before the TTAB by calling (571) 272-8500 or at <http://www.uspto.gov/trademarks/process/appeal/index.jsp>.

You must continue to monitor the status of the applications if you wish to be informed of their final disposition. You can find status information on all trademark applications and registrations on the USPTO website at <http://tarr.uspto.gov>.

Sincerely,

Jennifer Chicoski

/Jennifer D. Chicoski/

Staff Attorney

Office of the Deputy Commissioner for

Trademark Examination Policy

(571) 272-8943

**Electronic Articles of Incorporation
For**

GIOVANNI'S ALOHA FOODS CORP

Exhibit (39)

P11000105018
FILED
December 09, 2011
Sec. Of State
bmcknight

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GIOVANNI'S ALOHA FOODS CORP

Article II

The principal place of business address:

417 WHITFIELD AVENUE
SARASOTA, FL. 34243

The mailing address of the corporation is:

417 WHITFIELD AVENUE
SARASOTA, FL. 34243

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1

Article V

The name and Florida street address of the registered agent is:

CAROL ARAGONA
417 WHITFIELD AVENUE
SARASOTA, FL. 34243

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CAROL ARAGONA



Article VI

The name and address of the incorporator is:

CAROL ARAGONA
417 WHITFIELD AVENUE

SARASOTA, FL 34243

Electronic Signature of Incorporator: CAROL ARAGONA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CAROL A ARAGONA
417 WHITFIELD AVENUE
SARASOTA, FL. 34243

Article VIII

The effective date for this corporation shall be:

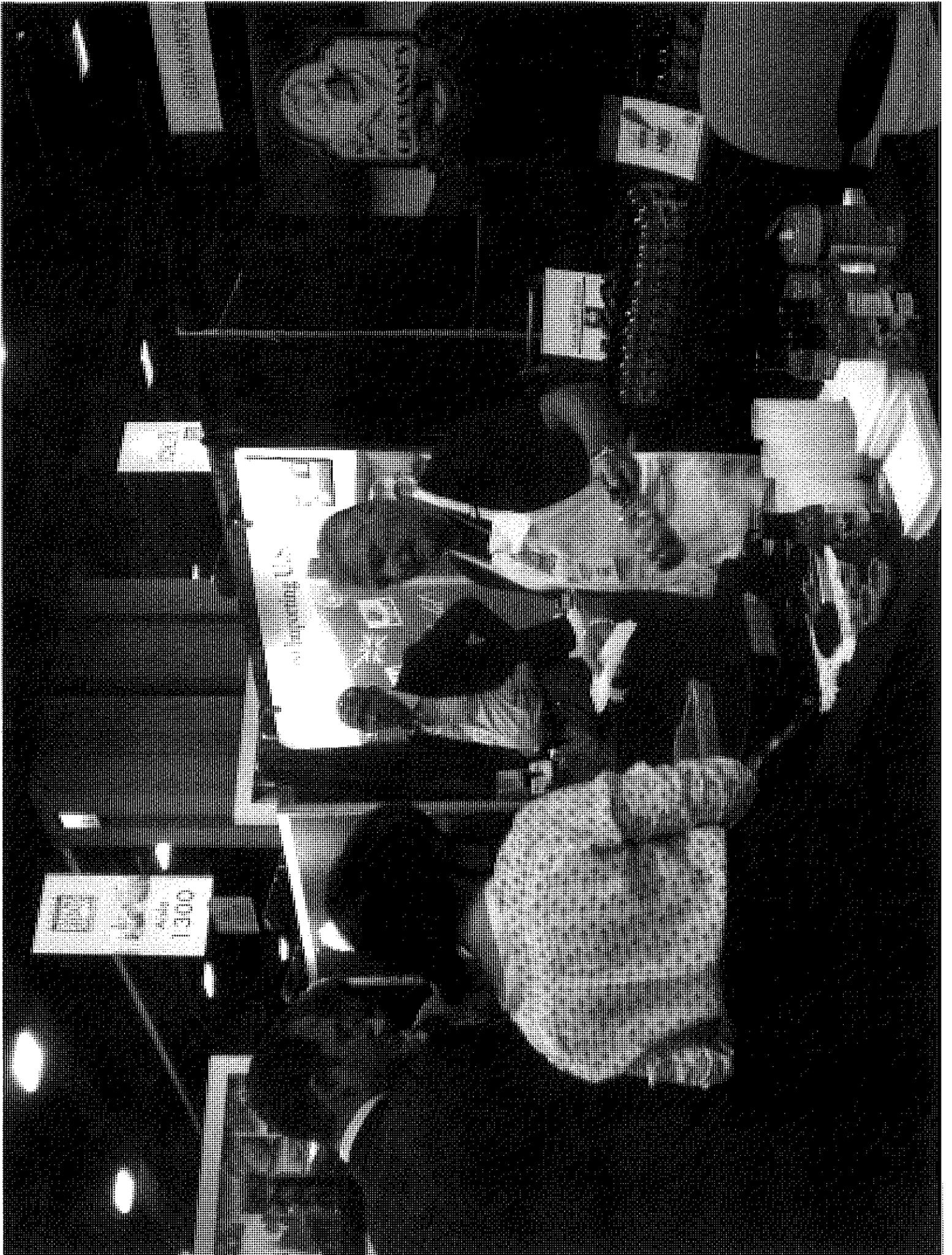
01/01/2012

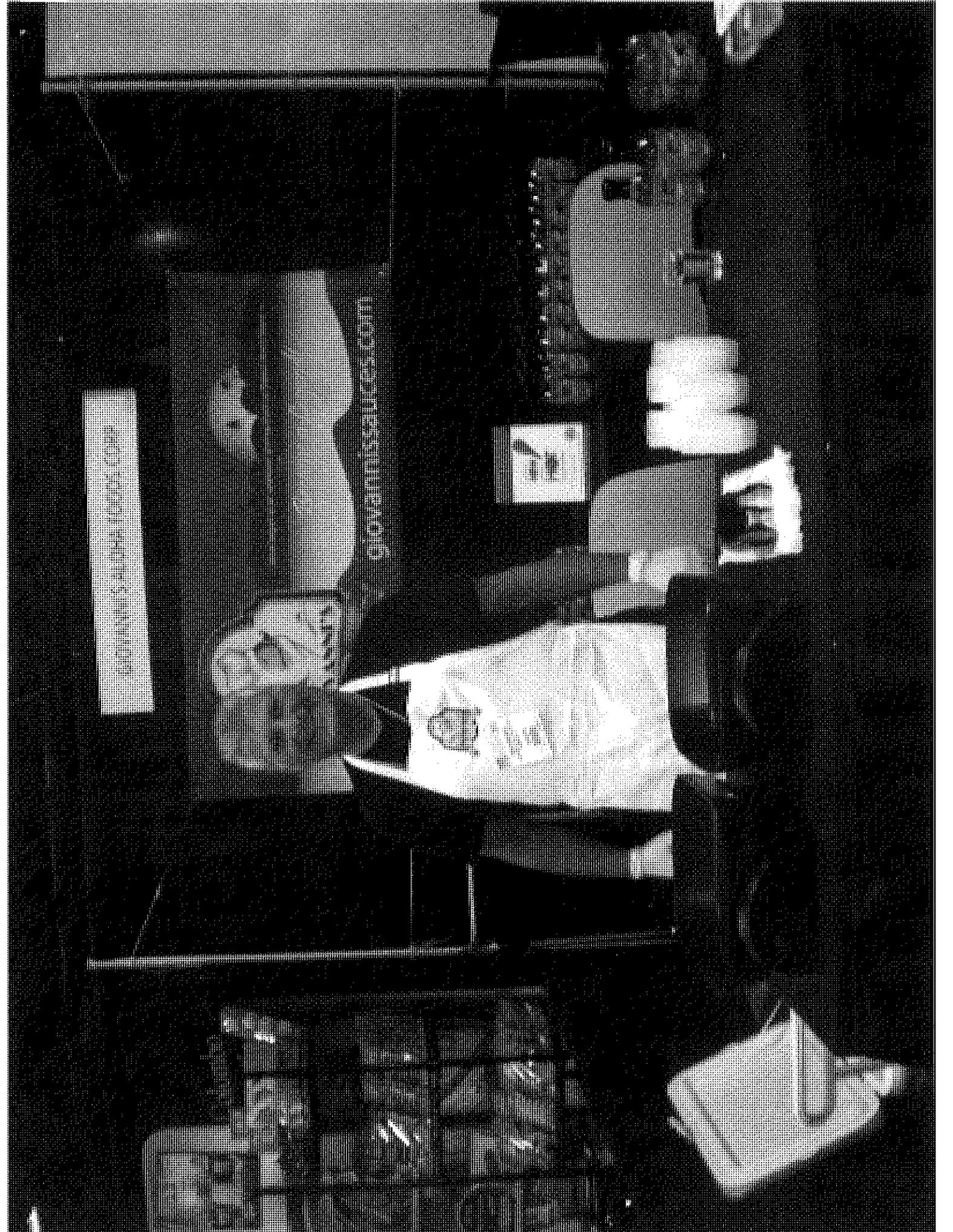
Exhibit 42

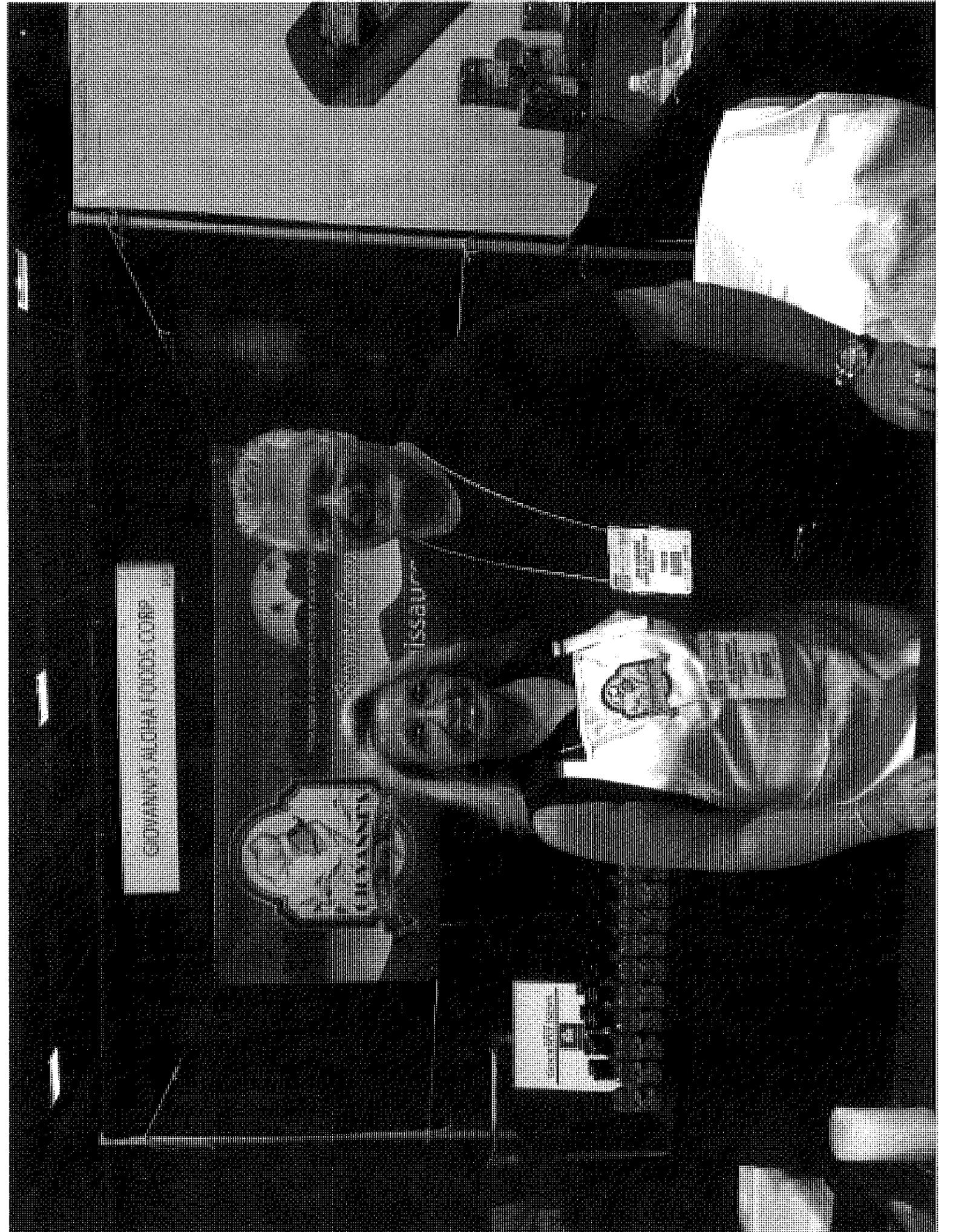
INTERNATIONAL
**FANCY
FOOD SHOW**
WASHINGTON, DC
Aisle
1400



EXHIBIT
42 *mu*
ARAGONA 12-11-14







COURTNEY PALOMBA FOODS COURT

FISH

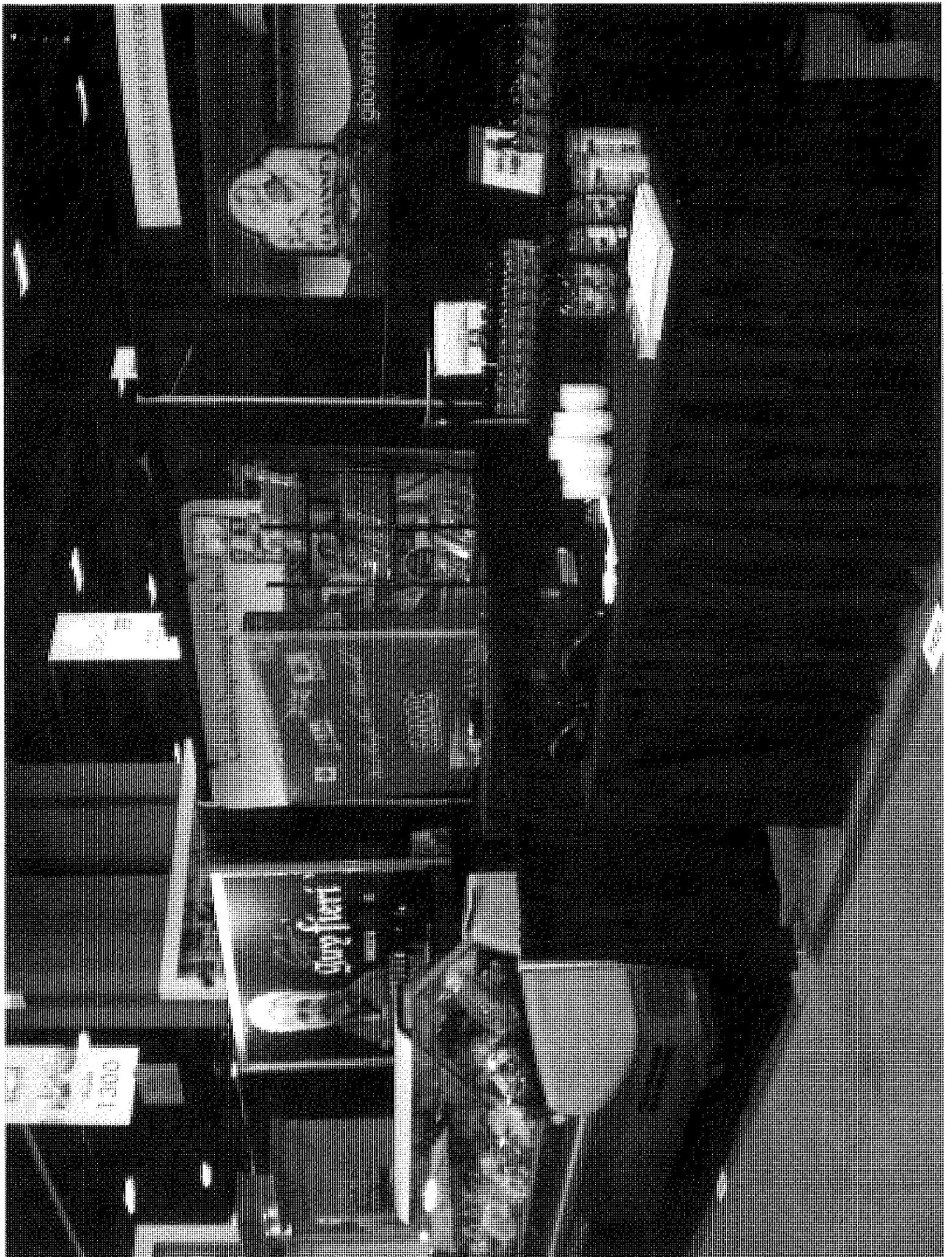


Exhibit (44)



EXHIBIT #107
44
ARABONA 12-11-14

Exhibit 45

Delverde and L'Orini Taste of Italy Tour: Last Stop
SEE PAGE 10 / VISIT BOOTH 2009



Lord Nut Levington Fights Bland!
SEE PAGE 4 / VISIT BOOTH 2009



Coco Polo Receives Celebrity Praise
SEE PAGE 28 / VISIT BOOTH 3012

GOURMET NEWS

THE BUSINESS NEWSPAPER FOR THE GOURMET INDUSTRY

JULY 2012 • SPECIAL SHOW ISSUE

DAVE'S GOURMET: NEW SAUCES, NEW CAMPAIGNS

By Julie Klay Owner and Spicemaster Dave's Gourmet, Inc. discusses the company's new products and the warrior's marketing dollar counts.

Q: What is your company's main line business?

A: We started out as a company that made the hottest sauces in the world and nutty people still think it's a hot sauce company. Most of our sales and awards now come from our innovative pasta sauces. We really view ourselves

Continued on Page 92



ROBERT ROTHSCHILD FARM BRINGS NEW SPREADS

An Interview with Jim Gordon, President & CEO of Robert Rothschild Farm.

GN: Tell our readers about your company.

JG: Taste matters at Robert Rothschild Farm, and you can see that in everything that we make. More than 30 years after we began on a small raspberry farm in Urbana, Ohio, we continue to create gourmet products with bold flavors and expert blending. The products that we make inspire our consumers to invite their

Continued on Page 94



BAKTO FLAVORS BUSTS GLUTEN MYTHS

Gluten is a protein family found in wheat, barley and rye. These grain species were used from the times of antiquity for baking because gluten gives elasticity to dough, which is necessary for the dough to rise and keep its shape during baking. Gluten is added as a stabilizing agent to several food products where it does not occur naturally.

Since the "war on gluten" started, almost all Americans perceived themselves as being allergic to gluten.

Continued on Page 90



HOJIBLANCA U.S.A.'S NEW PRODUCT LINE COMES WITH A DISTINCT LOOK

By Steve Davidson CEO of Hojiblanca U.S.A. talks about the intricacies of his widely-praised olive oil and what sets them far above the competition.

GN: Can you tell our readers about Hojiblanca?

A: Hojiblanca Group is located in Spain, in the heart of Andalusia. Hojiblanca is a cooperative of 65,000 associated farmers who join forces to create the best quality extra virgin olive oil and table

Continued on Page 90



BROWNIE CRUNCH: A LITTLE BITE OF HEAVEN

Innovative baker Seth Greenberg keeps it all in the family, with his chocolate rich original New York flavor.

Seth Greenberg baked great brownies, the best in New York, and the media repeatedly agreed. But his daughter ate only the crispy edges. "Brownie Heaven!" she called them. So Seth created a recipe that baked only the crispy edge of a pan of brownies without the brownie! Studded with chocolate chips or toffee chips or bursting with mint, Seth Greenberg's

Continued on Page 94



MOONEY FARMS ANNOUNCES A JOINT VENTURE

Mooney Farms and The Morning Star Company have announced a new partnership between the Mooney Family and the premium California tomato processor, The Morning Star Company.

This new partnership, Mooney Star, will combine technologies and expertise that will bring the former Valley Sun Dry Yard to a new level. The new partnership will ensure Mooney Farms can continue to bring customers the premium quality, flavor and value they have come to

Continued on Page 94



RICKLAND ORCHARDS TALKS GREEK ON-THE-GO™

An interview with Jason Cohen, Co-Founder/CEO of Rickland Orchards.

GN: What distinguishes your product from the competition?

A: We are the only brand to offer Greek Yogurt in a shelf-stable format, which means no refrigeration is needed. Our customers can enjoy their favorite snack in a convenient, affordable on-the-go format, which boasts numerous health benefits. These snacks are often perceived as tasteless and

Continued on Page 94



ENJOY TWININGS K-CUP PORTION PACKS

Tea lovers don't have to forgo their preferred drink to enjoy the convenience of the Keurig® Brewing System. With its Twinings® K-Cup® Portion Packs, Twinings of London provides an easy way for tea lovers to brew their favorite flavorful, premium-quality teas using the single cup system.

Twinings' signature tea blends—the perfect balance of taste, flavor and aroma—have been delighting discriminating tea drinkers for more than 200 years. Twinings uses those same memorable blends in the K-Cup Portion Packs. The packs pro-

Continued on Page 94



PARTNERS: FAMILY OWNED, SIMPLY DELICIOUS

2012 marks the twentieth anniversary for PARTNERS, a family-owned and operated specialty foods manufacturer in Kent, Wash. Over the years, PARTNERS has successfully launched over 40 all-natural crackers, cookies and granola items within five categories: Handmade Pastries, Wines & Spirits, Blue Seat Farms, Get Me Out and Mix Dots.

The PARTNERS story began in 1992. Shortly after...

Continued on Page 90



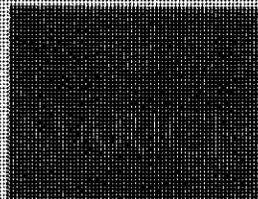
STONEWALL KITCHEN

Happy Holidays from Stonewall Kitchen

EXHIBIT 45
APR 12-11-14

TRADITIONAL BRICK CHEESE FROM JOE WIDMER

MARICH, PREMIUM BY NATURE



BYRD COOKIE COMPANY PLANS FOR THE FUTURE

The Byrd Cookie Company, a leading manufacturer of cookies, is planning for the future by expanding its product line and increasing its production capacity. The company is currently in the process of building a new factory in the Midwest, which will allow it to produce more cookies and reach a wider market. In addition, the company is investing in research and development to create new and innovative cookie products. Byrd's commitment to quality and customer satisfaction is a key factor in its success, and the company is confident that its future plans will continue to drive growth and profitability.

Byrd's success is a result of its commitment to quality and customer satisfaction. The company's products are made with the finest ingredients and are baked to perfection. Byrd's commitment to quality is reflected in its ISO 9001 certification, which is a testament to its commitment to excellence. The company's success is also a result of its strong relationships with its customers and its ability to adapt to changing market conditions. Byrd's future plans are focused on continuing to invest in research and development, expanding its product line, and increasing its production capacity. The company is confident that its future plans will continue to drive growth and profitability.

The Byrd Cookie Company is a leading manufacturer of cookies, and its success is a result of its commitment to quality and customer satisfaction. The company's products are made with the finest ingredients and are baked to perfection. Byrd's commitment to quality is reflected in its ISO 9001 certification, which is a testament to its commitment to excellence. The company's success is also a result of its strong relationships with its customers and its ability to adapt to changing market conditions. Byrd's future plans are focused on continuing to invest in research and development, expanding its product line, and increasing its production capacity. The company is confident that its future plans will continue to drive growth and profitability.



AS SEEN IN
GOURMET NEWS

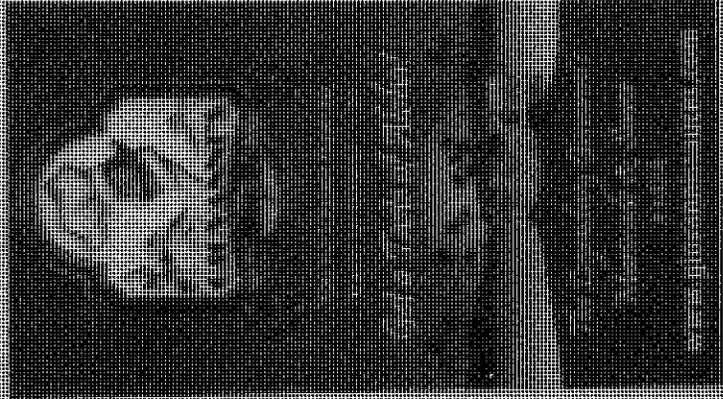


Exhibit 48

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the nasft fancy food show knowledge center news & trends community myspecialtyfood

Summer Fancy Food Show
Winter Fancy Food Show
About the Fancy Food Show
Exhibition Floor Plans
Find Exhibitors & Products

Exhibitor News & Press Kits

[Go Back](#) | [Login](#) | [Home](#)

Search News:

Giovanni's Aloha Foods Corp.



<http://www.giovanmissauces.com>

Contacts:
Company Contact
John and Carol Aragona
giovanni@giovanmissauces.com

Address Info:
United States

58th Summer Fancy Food Show 2012 Press Kit

06/07/2012 - 18:12 ET
Giovanni's Aloha Foods Corp. at the 2012 Summer Fancy Food Show

[Giovanni's Aloha Foods Corp. Logo](#)

[About NASFT](#) | [Contact Us](#) | [Terms & Conditions](#) | [Privacy Policy](#)

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Brought to you by the 3,000 innovative food purveyor members of the National Association for the Specialty Food Trade

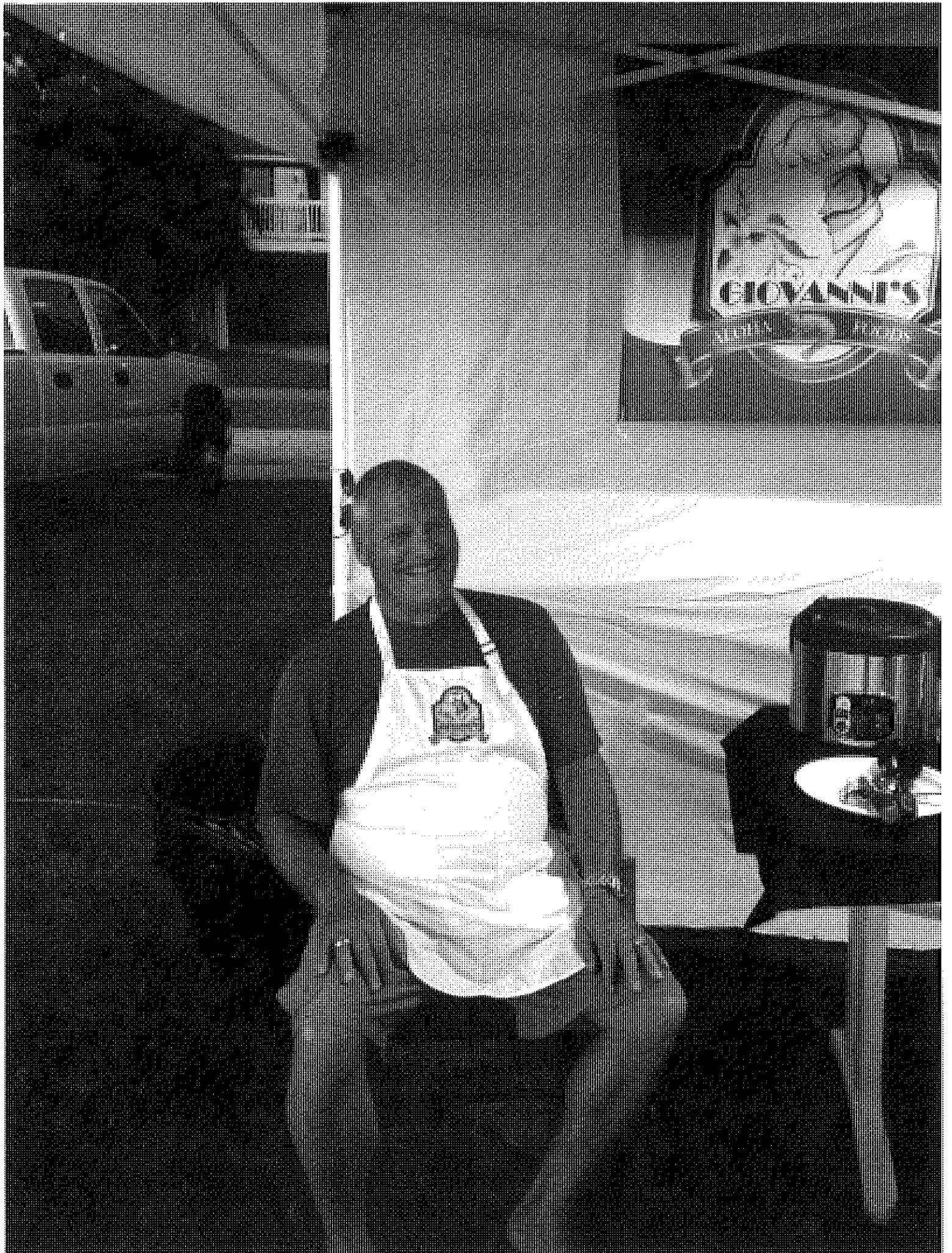
The NASFT	Fancy Food Show	Knowledge Center	News & Trends	Community	MySpecialtyfood
About Specialty Foods	Summer Fancy Food Show	The Knowledge Store	Articles by Category	Groups	My Show Planner
NASFT Programs & Services	Winter Fancy Food Show	NASFT Recommends	Specialty Food News	Classifieds	
sofi™ Awards	About the Fancy Food Show	Education at the Show	Sofi™ Gold & Silver Winners	Job Board	
Meet the NASFT	Exhibition Floor Plans	Industry Info	What's New/What's Hot	Share Groups	
Join the NASFT	Find Exhibitors & Products	Interested in Speaking?	Specialty Food Media Kit	Group Exhibits	
Press Office		Education FAQs			
Calendar					
MySpecialtyfood					

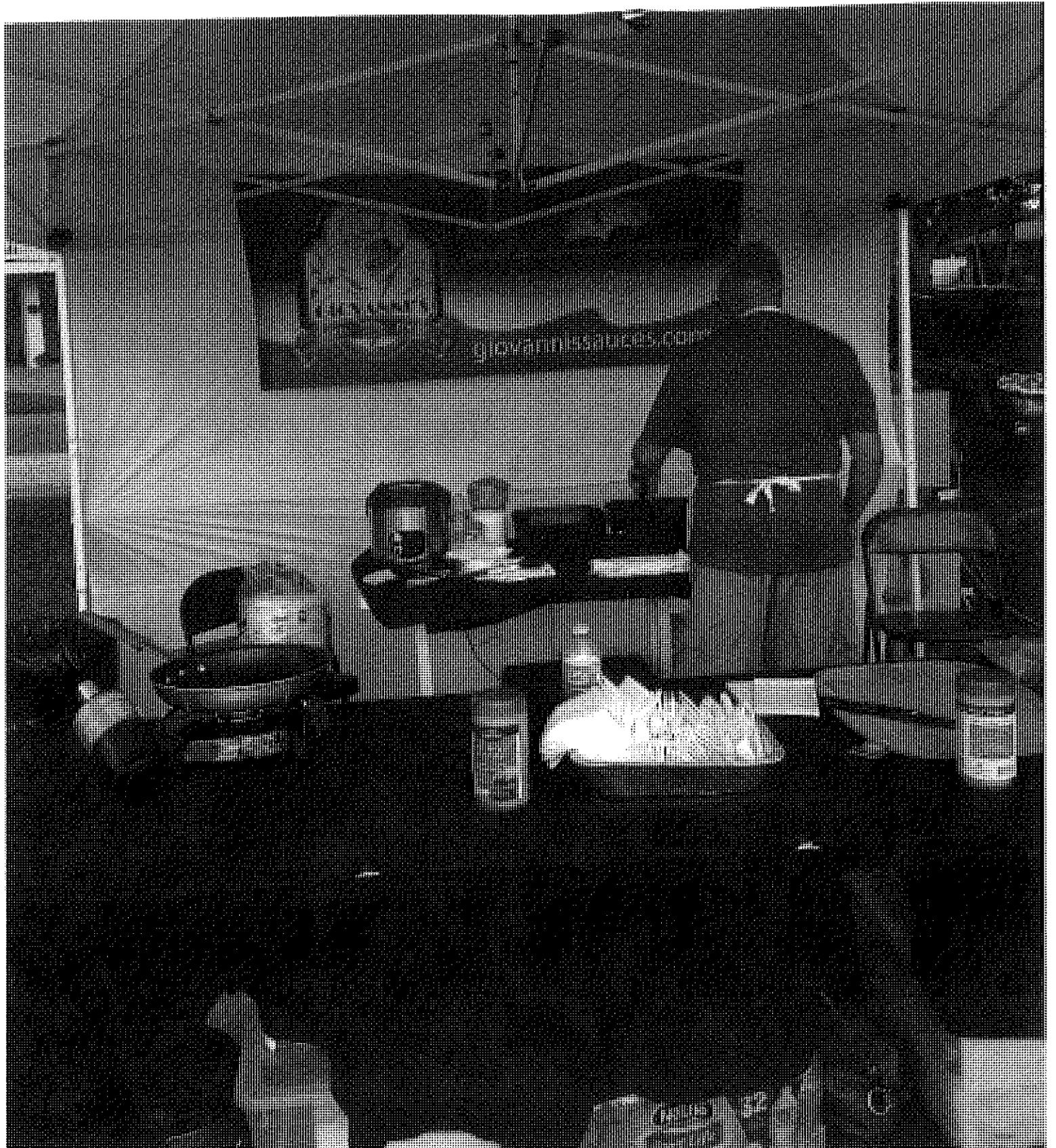


Exhibit 51



EXHIBIT *AND*
 51
 ADAGUA 12-11-14





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

In the matter of Trademark Registration No. 4,220,686
Mark: GIOVANNI'S ALOHA FOODS
Registration date: October 9, 2012

In the matter of Trademark Registration No. 4,224,400
Mark: GIOVANNI'S SCAMPI MARINADE
Registration date: October 16, 2012

In the matter of Trademark Registration No. 4,232,569
Mark: GIOVANNI'S ORIGINAL WHITE SHRIMP TRUCK
Registration date: October 30, 2012

In the matter of Trademark Registration No. 4,248,595
Mark: GIOVANNI'S HOT & SPICY WE REALLY MEAN IT! SAUCE
Registration date: November 27, 2012

LuckyU Enterprises, Inc., dba Giovanni's	:	
Original White Shrimp Truck	:	
	:	
Petitioner,	:	
	:	
v.	:	Cancellation No. 92057023
	:	
John "Giovanni" Aragona	:	
	:	
Respondent.	:	

**STIPULATION REGARDING
CERTIFICATION OF JOHN ARAGONA DEPOSITION TRANSCRIPT**

Pursuant to Trademark Rule 2.123(b) and TBMP § 705, Petitioner and Respondent, through their undersigned attorneys, hereby stipulate and agree to the following:

- 1) The parties stipulate and agree to the waiver of the requirement that John Aragona read and sign the certified deposition testimony transcript of the deposition taken on December

11th, 2014 as described in 37 C.F.R. § 2.123(e)(5). The parties reserve the right to all other objections.

Date: December 30, 2014

/Jamie N. Pitts
Jamie N. Pitts
The Law Office of Jamie N. Pitts, Esq., PA
887 West Marietta Street, Northwest
Unit M-105
Atlanta, Georgia 30318
Attorney for Respondent

Date: December 30, 2014

/Daniel Mullarkey
Jennifer Fraser
Daniel P. Mullarkey
Novak Druce Connolly + Quigg LLP
1875 Eye Street, NW, 11th Floor
Washington, DC 20006
Attorneys for Petitioner