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Filing date: **01/02/2016**

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

Proceeding	92062852
Party	Defendant Dave Huselton
Correspondence Address	DAVE HUSELTON 1959 SOUTH POWER ROAD SUITE 103-376 MESA, AZ 85206 UNITED STATES
Submission	Motion to Suspend for Civil Action
Filer's Name	Mark F. Wright
Filer's e-mail	mwright@wrightlawgroup.com
Signature	/Mark F. Wright/
Date	01/02/2016
Attachments	MotionToSuspend.pdf(98431 bytes ) ExhibitA.pdf(1772626 bytes ) ExhibitB1.pdf(2500793 bytes ) ExhibitB2.pdf(3978085 bytes )

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

In the matter of Registration No.: 4858208  
Registration Date: November 24, 2015  
Trademark: MEALSPEC

CHRISTIAN L. RISHEL

Petitioner,

vs.

DAVE HUSLELTON

Registrant.

Cancellation No.: **92062852**

**MOTION TO SUSPEND PROCEEDING IN VIEW OF PENDING CIVIL  
ACTION PURSUANT TO TRADEMARK RULE 2.117(a)**

Pursuant to the rules of the Trademark Trial and Appeal Board, Registrant David Huselton, by and through its attorneys Wright Law Group, PLLC, hereby moves for suspension of these proceedings pursuant to Trademark Rule 2.117(a), 37 C.F.R. § 2.117(a).

**I. BACKGROUND FACTS**

On April 21, 2015, Registrant filed a complaint in Circuit Court of the Fourth Judicial District, in and for Clay County Florida (the “Complaint”), alleging, *inter alia*, Breach of Fiduciary Duty (the “Civil Action”). The Complaint names Christian Rishel, the Petitioner in this Cancellation Proceeding, as a defendant. In support of this Motion to Suspend, Registrant submits herewith a copy of the Complaint filed in the Civil Action (*see* Exhibit A).

In response to the Complaint, Petitioner Rishel filed an Answer and Counterclaim alleging, *inter alia*, trademark infringement, prior ownership and use of the MEALSPEC trademark, common law rights and prior trademark registration of the MEALSPEC trademark in the State of Florida. Petitioner also requested relief in the form of declaratory judgment and an injunction against Registrant Huselton to prevent Registrant Huselton from using the MEALSPEC trademark. Finally, Petitioner Rishel requested lost profits, attorney's fees and costs of the civil action. In support of this Motion to Suspend, Registrant submits herewith a copy of the Answer and Counterclaim filed in the Civil Action by the attorneys for Petitioner (*see* Exhibit B).

## **II. ARGUMENT**

In his Petition for Cancellation, Petitioner Rishel alleges, *inter alia*: independent creation and ownership of the MEALSPEC trademark; Petitioner Rishel's previous failed attempts to oppose registration of the MEALSPEC trademark by Registrant Huselton; prior creation and ownership of the MEALSPEC trademark; prior trademark registration of the MEALSPEC trademark in the State of Florida; and non-correctable errors in the application for registration naming Registrant Huselton as the owner of the MEALSPEC mark sufficient to render the MEALSPEC registration invalid.

As set forth above, the pending Civil Action involves substantially the same parties and substantially the same issues that are involved in this TTAB proceeding; namely whether Petitioner Rishel has been harmed by Registrant Huselton's registration and use of the MEALSPEC trademark and whether any alleged right owned by Petitioner Rishel provides a legitimate basis to support a finding of infringement, prior ownership, and alternative ownership sufficient to warrant cancellation of the MEALSPEC trademark. The determination of these issues by the Court will likely be dispositive of the issues in this Cancellation Proceeding.

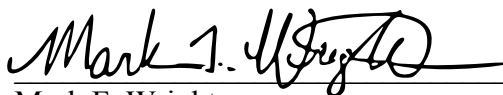
Further, proceedings brought before the TTAB are generally limited to issues surrounding registration and, therefore, cannot address the other types of relief available in Court as requested by Registrant in the Answer and Counterclaim. *See, e.g., Goya Foods Inc. v. Tropicana Products Inc.*, 846 F.2d 848, 6 USPQ2d 1950, 1954 (2d Cir. 1988) (doctrine of primary jurisdiction might be applicable if a court action involved only the issue of registrability, but would not be applicable where court action concerns infringement where the interest in prompt adjudication far outweighs the value of having the views of the USPTO).

The practice of suspending TTAB proceedings pending the outcome of ongoing court litigation is common and is motivated at least in part by a desire to conserve judicial and agency resources. Additionally, the Board will often suspend proceedings in an Opposition Proceeding or a Cancellation Proceeding if the final determination of the ongoing court proceeding may have a bearing on the issues before the TTAB. (*See Trademark Trial and Appeal Board Manual of Procedure*, §510.02(a)).

### **III. CONCLUSION**

Accordingly, Registrant respectfully requests that the Board suspend the current proceedings pending determination of the civil action pursuant to Trademark Rule 2.117(a), 37 C.F.R. § 2.117(a). Whopper-Burger, Inc. v. Burger King Corp., 171 U.S.P.Q. 805, 807 (T.T.A.B. 1971) (suspending Cancellation proceeding in light of pending litigation because “the outcome of the civil action will have a direct bearing on the question of the rights of the parties herein and may in fact completely resolve all the issues.”).

Respectfully submitted,  
**WRIGHT LAW GROUP, PLLC**

A handwritten signature in black ink, appearing to read "Mark F. Wright", written over a horizontal line.

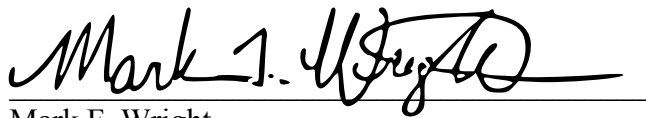
Mark F. Wright  
Attorneys for Registrant  
1959 South Power Road, Suite 103-376  
Mesa, Arizona 85206  
(480) 270-4926 (v)  
mwright@wrightlawgroup.com

Date: January 2, 2016

## **CERTIFICATE OF ELECTRONIC FILING AND SERVICE BY MAIL**

The undersigned hereby certifies that the this Motion to Suspend Proceedings in View of Pending Civil Action Pursuant to Trademark Rule 2.117(a) is being electronically filed with the Trademark Trial and Appeal Board, U.S. Patent and Trademark Office on this 2nd day of January, 2016. The undersigned further certifies that a true and correct copy of the foregoing has been served by mailing a copy to Petitioner's counsel of record at the address shown below via U.S. Mail, postage prepaid, on the 2nd day of January, 2016.

PAULA BRILLSON PHILLIPS  
ATTORNEYS FOR PETITIONER  
PHILLIPS & PFAU, LLP  
817 BROADWAY, 10<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10003

A handwritten signature in black ink, appearing to read "Mark F. Wright", is written over a horizontal line.

Mark F. Wright  
Wright Law Group, PLLC  
Attorneys for Registrant

## **EXHIBIT A**

[Logout](#) [My Account](#) [My Cases](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)

 Location : All Courts [Images](#) [Permalink](#) [Help](#)
**REGISTER OF ACTIONS**CASE NO. 2015-CA-000305**David Huselton vs Christian Rishel**
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 Case Type: **Other Negligence -  
Business Tort**
Date Filed: **03/26/2015**Location: **Circuit Civil**Judicial Officer: **Sharrit, Mike**Uniform Case Number: **102015CA000305A001XX**File Custody/Location: **File Room****PARTY INFORMATION**

<b>Defendant</b>	<b>Rishel, Christian</b> 2375 Watermill Drive Orange Park, DC 32073	<b>Lead Attorneys</b>
<b>Plaintiff</b>	<b>Huselton, David</b> 2199 Blue Heron Cove Drive Fleming Island, FL 32003	<b>Richard Christian Komando</b>  <i>Retained</i>  904-269-1111(W)

**EVENTS & ORDERS OF THE COURT**

	<b>OTHER EVENTS AND HEARINGS</b>
03/26/2015	<b>Complaint</b>
03/26/2015	<u>Civil Cover Sheet</u>
03/26/2015	<u>Complaint</u>
03/26/2015	<u>Summons to be Issued by Clerk</u>
	as to:
03/26/2015	<u>Designation of Primary E-Mail Address</u>

**FINANCIAL INFORMATION**

	<b>Plaintiff Huselton, David</b>	
	Total Financial Assessment	410.00
	Total Payments and Credits	410.00
	<b>Balance Due as of 03/27/2015</b>	<b>0.00</b>
03/26/2015	Transaction Assessment	410.00
03/26/2015	Payment Receipt # 2015-13917 Komando, Richard Christian	(410.00)

IN THE CIRCUIT COURT OF THE  
FOURTH JUDICIAL CIRCUIT, IN AND  
FOR CLAY COUNTY, FLORIDA

DAVID HUSELTON, as a Member of  
MEALSPEC, LLC, a Florida limited liability  
company,  
Plaintiff,

CASE NO.: 2015-CA-305

DIVISION: E

vs.

CHRISTIAN RISHEL, individually and as a  
Member of MEALSPEC, LLC, a Florida  
limited liability company,  
Defendant.

**COMPLAINT**

The Plaintiff, DAVID HUSELTON, as a Member of MEALSPEC, LLC, a Florida limited liability company, through the undersigned counsel, and sues Defendant, CHRISTIAN RISHEL individually and as a Member of MEALSPEC, LLC, a Florida limited liability company, and alleges as follows:

**GENERAL ALLEGATIONS**

1. This is an action in equity for declaratory judgment and injunctive relief.
2. Plaintiff, DAVID HUSELTON, as a Member of MEALSPEC, LLC (hereinafter also referred to as "HUSELTON" and "MEALSPEC") was and is a Florida resident residing in Clay County, Florida at all times material hereto.
3. CHRISTIAN RISHEL, individually and as a Member of MEALSPEC, LLC (hereinafter also referred to as "RISHEL") is a Florida resident residing in Clay County, Florida.



4. Both Plaintiff, HUSELTON, and Defendant, RISHEL, are members/owners of MEALSPEC, LLC.
5. MEALSPEC, LLC is a Florida limited liability company with its principal place of business in Clay County, Florida.
6. Defendant, RISHEL has breached fiduciary duties owed to HUSELTON, as a fellow member of MEALSPEC, LLC.
7. Defendant, RISHEL has also breached fiduciary duties owed to the entity itself, MEALSPEC, LLC.
8. One of the several ways in which Defendant, RISHEL has breached fiduciary duties to Plaintiff, HUSELTON and the entity, MEALSPEC, LLC, is through the hostile takeover of the entity named MEALSPEC, LLC.
9. As a result of the harm Defendant has been causing to MEALSPEC, the Plaintiff, HUSELTON, has suffered harm as an owner with an ownership interest in MEALSPEC, LLC.
10. Accordingly, Plaintiff, HUSELTON seeks the declaratory relief and injunctive relief requested in this Complaint.
11. Plaintiff, HUSELTON has been required to retain the services of the undersigned counsel and has obligated himself to pay him a reasonable amount for his services.
12. All conditions precedent to the bringing of this action have been performed, excused, or waived.

**COUNT I**  
**BREACH OF FIDUCIARY DUTY TO PLAINTIFF**

13. Plaintiff, HUSELTON, re-alleges Paragraphs 1 – 12 above as if fully set forth herein.
14. Defendant, RISHEL has a fiduciary duty to Plaintiff, HUSELTON, as a fellow member/owner of MEALSPEC, LLC.
15. Defendant, RISHEL, breached his fiduciary duty to Plaintiff, HUSELTON with regard to MEALSPEC, LLC, doing so either individually or through the hostile takeover of MEALSPEC, LLC, in one or more of the following ways:
  - (a) Tarnishing or attempting to tarnish the brand of MEALSPEC, LLC;
  - (b) Interfering or attempting to interfere with or disrupt the business of MEALSPEC, LLC, including but not limited to interfering with the sales and profits of MEALSPEC, LLC;
  - (c) Breaching operating practices and verbal agreements pertaining to MEALSPEC, LLC;
  - (d) Modifying the commercial internet domain, email accounts, website located at <http://www.mealspec.com/> as well as related social media and marketing outlets;  
(See attached Exhibit A)
  - (e) Closing corporate bank accounts;
  - (f) Removing important property and documents belonging or pertaining to MEALSPEC, LLC. from its headquarters, including, but not limited to: sample products, graphics and designs;
  - (g) Withholding important property and documents belonging or pertaining to MEALSPEC, LLC, including but not limited to records, files, tax information, stock certificates, legal documents, and other data;

(h) Generally committing acts or omissions that are harmful to MEALSPEC, LLC and negatively impact the current value of MEALSPEC, LLC, thereby negatively impacting Plaintiff, HUSELTON as an owner of MEALSPEC, LLC.

(i) Generally committing acts or omissions that are harmful to MEALSPEC, LLC and negatively impact its ability to make sales and profits, thereby also negatively impacting Plaintiff, HUSELTON as an owner of MEALSPEC, LLC.

16. As a direct and proximate result of Defendant, RISHEL's breach of his fiduciary duty to Plaintiff, HUSELTON in one or more of the above-stated ways, doing so either individually or through the use of MEALSPEC, LLC, damages were suffered by Plaintiff, HUSELTON.

WHEREFORE, Plaintiff, HUSELTON respectfully requests judgment against Defendant, RISHEL and/or MEALSPEC, LLC for the declaratory judgments and injunctive relief requested in this Complaint, attorneys' fees and costs, and such other relief, including but not limited to other declaratory relief or injunctive relief the Court deems just and proper under the circumstances.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY TO MEALSPEC, LLC**

17. Plaintiff, HUSELTON, re-alleges Paragraphs 1 – 16 above as if fully set forth herein.
18. Defendant, RISHEL has a fiduciary duty to the entity of which he is a member/owner, MEALSPEC, LLC.
19. Defendant, RISHEL, breached his fiduciary duty to MEALSPEC, LLC, doing so either individually or through the hostile takeover of MEALSPEC, LLC, in one or more of the following ways:
- (a) Tarnishing or attempting to tarnish the brand of MEALSPEC, LLC;
  - (b) Interfering or attempting to interfere with or disrupt the business of MEALSPEC, LLC, including but not limited to interfering with the sales and profits of MEALSPEC, LLC;
  - (c) Breaching operating practices and verbal agreements pertaining to MEALSPEC, LLC;
  - (d) Modifying the commercial internet domain, email accounts, website located at <http://www.mealspec.com/> as well as related social media and marketing outlets;  
(See attached Exhibit A)
  - (e) Closing corporate bank accounts;
  - (f) Removing important property and documents belonging or pertaining to MEALSPEC, LLC. from its headquarters, including, but not limited to: sample products, graphics and designs;
  - (g) Withholding important property and documents belonging or pertaining to MEALSPEC, LLC, including but not limited to records, files, tax information, stock certificates, legal documents, and other data;

- (h) Generally committing acts or omissions that are harmful to MEALSPEC, LLC and negatively impact the current value of MEALSPEC, LLC, thereby negatively impacting Plaintiff, HUSELTON as an owner of MEALSPEC, LLC.
  - (i) Generally committing acts or omissions that are harmful to MEALSPEC, LLC and negatively impact its ability to make sales and profits, thereby also negatively impacting Plaintiff, HUSELTON as an owner of MEALSPEC, LLC.
20. As a direct and proximate result of Defendant, RISHEL's breach of his fiduciary duty to MEALSPEC, LLC, doing so either individually or through the hostile takeover of MEALSPEC, LLC, in one or more of the above-stated ways, damages were suffered by Plaintiff, HUSELTON, as an owner of MEALSPEC, LLC.

WHEREFORE, Plaintiff, HUSELTON respectfully requests judgment against Defendant, RISHEL and/or MEALSPEC, LLC for the declaratory judgments and injunctive relief requested in this Complaint, attorneys' fees and costs, and such other relief , including but not limited to other declaratory relief or injunctive relief the Court deems just and proper under the circumstances.

**COUNT III**  
**ACTION FOR DECLARATORY RELIEF AND INJUNCTIVE RELIEF**

21. Plaintiff, HUSELTON re-alleges Paragraphs 1 – 20 above as if fully set forth herein.
22. Detrimental and harmful actions of Defendant, RISHEL, committed either individually or through the use of the entity, MEALSPEC, LLC, warrant declaratory relief and injunctive relief as requested herein.
23. Defendant, RISHEL's breaches of fiduciary duties owed to Plaintiff, HUSELTON and/or the entity, MEALSPEC, LLC, committed either individually or through the hostile takeover of the entity, MEALSPEC, LLC, warrant declaratory relief and injunctive relief as requested herein.
24. Defendant, MEALSPEC, LLC, which is owned and operated by Defendant, RISHEL, should be enjoined from engaging in any future activity pertaining in any way whatsoever to MEALSPEC, LLC, including but not limited to any activity pertaining to license, marketing, sales, competition, trademarks, copyrights, infringement, business frustration, business interference, defamation, or representation of agency or affiliation;
25. Defendant, RISHEL should be enjoined from engaging in any future activity, individually or via another business or person(s), which pertains in any way whatsoever to MEALSPEC, LLC, including but not limited to any activity pertaining to license, marketing, sales, competition, patents, trademarks, copyrights, infringement, business frustration, business interference, defamation, or representation of agency or affiliation;
26. It should be declared that Defendant, RISHEL has no further ownership interest in MEALSPEC, LLC.
27. It should be declared that Defendant, RISHEL has no further voting interest in MEALSPEC, LLC or decision-making power with respect to MEALSPEC, LLC.

28. Defendant, RISHEL should be required to return all property belonging to or pertaining to MEALSPEC, LLC to its headquarters in Clay County, Florida, said property including but not limited to records, files, tax information, stock certificates, legal documents, the corporate seal, and other data.
29. Any injunctive relief necessary and appropriate to enforce any declaratory relief requested herein.
30. The declaratory relief and injunctive relief requested herein should be granted because Defendant, RISHEL and/or MEALSPEC, LLC's actions are causing irreparable harm to Plaintiff, HUSELTON and to MEALSPEC, LLC.
31. Plaintiff, HUSELTON has no adequate remedy at law, as the harm being done by Defendant, RISHEL and/or MEALSPEC, LLC's conduct cannot be measured by monetary damages.

WHEREFORE, the Plaintiff, HUSELTON, respectfully requests the declaratory relief and injunctive relief requested herein, attorneys' fees and costs and such other relief, including but not limited to other declaratory relief or injunctive relief the Court deems just and proper under the circumstances.

Respectfully Submitted,

KOPELOUSOS, BRADLEY & GARRISON, P.A.

By: 

Richard C. Komando

Florida Bar No.: 181366

1279 Kingsley Avenue, Suite 118

Orange Park, Florida 32073

Phone: (904) 269-1111

Facsimile: (904) 269-1115

Rich@ClayLawyers.com

Attorney for Plaintiff

## Exhibit A



### THE BAG

The most state of the art cooking bag on the market. Flameless, minimal footprint, fast cooking. Wherever you go, we can cook there.



#### HEAVY DUTY SEAL

Radically stronger than the standard sealed bottom bag, it's designed to last for years.



#### FOOD GRADE PLASTIC

A single food grade plastic bag contains everything you need to cook.



#### GASKETED BOTTOM

Designed to prevent all the food from the bag from leaking out.



#### PATENTED VALVE SYSTEM

Radically stronger than the standard sealed bottom bag, it's designed to last for years.



#### PRESSURIZED

Radically stronger than the standard sealed bottom bag, it's designed to last for years.

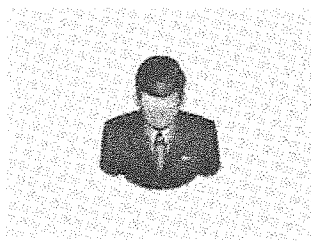


#### FLAMELESS

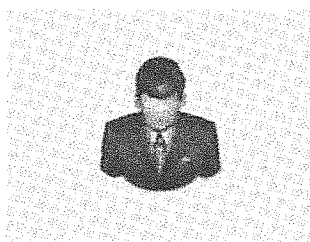
Designed to prevent all the food from the bag from leaking out.

### STAFF

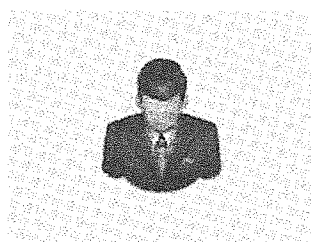
We have the greatest staff of chefs in the world. And they're all here to help you cook.



Christian Rober  
Executive Chef, MEALSPEC



Christian Pope  
Executive Chef, MEALSPEC

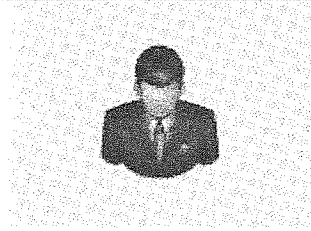


Mike Hawkins  
Executive Chef, MEALSPEC

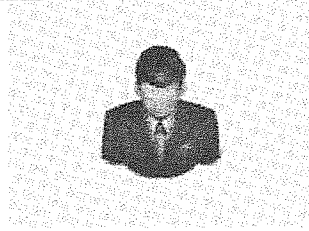




## Exhibit A



Maurice Aronson, CEO, MEA  
MEASUREMENT SYSTEMS



Joseph C. Wood, Esquire  
MEASUREMENT SYSTEMS



Our technology's within (and on) your company's main screen is driving 3 distributions.



### 2.5X Increase

Big increase of 2.5X over the past 12 months. And, with more than 100 million views, it's a record for the industry.



### 1 Out Of Every 5

Private label is the top product in the market. And, with 1 out of every 5 people, it's a record for the industry.



### National Verizon Store Brand

With 100 million views, it's a record for the industry. And, with 100 million views, it's a record for the industry.



### A Private Brand Is Unique

A private label is a brand that is unique. And, with 100 million views, it's a record for the industry.



### Advertising Your Business

A private label is a brand that is unique. And, with 100 million views, it's a record for the industry.



### \$65 Billion Market

A private label is a brand that is unique. And, with 100 million views, it's a record for the industry.



## SOCIAL

Don't miss a single MEAL SPEC update. Keep up with us on our social media pages.



FACEBOOK  
WWW.MEASUREMENTSYSTEMS.COM



YOUTUBE  
WWW.MEASUREMENTSYSTEMS.COM

FIND DEALER



## Exhibit A

### CONTACT FORM

#### YOUR NAME (REQUIRED)

1  
2

#### YOUR EMAIL (REQUIRED)

1  
2

#### YOUR MESSAGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

### MAILING ADDRESS

#### 2910 Buckle

Reston, VA 20191

20191

#### Office: 703-791-5976

844-MEALSPEC (646-652-2773)

info@mealspec.com



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Viewed at <http://www.mealspec.com> on March 26<sup>th</sup>, 2015.

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
IN AND FOR CLAY COUNTY, FLORIDA

DAVID HUESLTON,

Plaintiff/ Counter-Defendant,

v.

Case No: 2015-CA-305 (E)

CHRISTIAN RISHEL, individually,  
and in a representative capacity on behalf of  
and in the right of MEALSPEC, LLC,  
a Florida limited Liability Company,

Defendant/Counter-Plaintiff

v.

KELLY HUSELTON, and;  
FED BIZ DEVELOPMENT, INC.,  
a Florida Corporation d/b/a/ Fed Biz Foods

Third Party Defendants.

**DEFENDANT/COUNTER-PLAINTIFF'S COUNTERCLAIM**  
**AND THIRD PARTY CLAIMS**

COMES NOW, the Defendant/Counter-Plaintiff, Christian Rishel (hereinafter "RISHEL"), individually, and in a representative capacity on behalf of and in the right of MEALSPEC, LLC, pursuant to Florida Statute § 605.0802, through the undersigned counsel and counter sues Plaintiff/Counter-Defendant, Dave Huselton (hereinafter "HUSELTON"), individually and as a Member MEALSPEC, LLC( hereinafter "MEALSPEC"), and sues Kelly Huselton,(hereinafter "KELLY") and Fed Biz Development, Inc. (hereinafter "FED BIZ FOODS") and as grounds states:

### **The Parties**

1. All times material herein Defendant/Counter-Plaintiff RISHEL has been a Florida resident and a member of MEALSPEC.
2. All times material herein Plaintiff/Counter-Defendant HUSELTON, has been a Florida resident and a Managing Member and majority member of MEALSPEC.
3. MEALSPEC, LLC ("MEALSPEC") is a Florida limited liability company with its corporate offices at 2199 Blue Heron Cove Drive, Fleming Island, Florida, Clay County.
4. Defendant, FED BIZ FOODS is a Florida Corporation whose principal place of business is located in Clay County.
5. All times material herein Plaintiff/Counter-defendant HUSELTON, has been Chief Executive Officer of FED BIZ FOODS.
6. KELLY is a Florida resident residing in Clay County.
7. At all times material herein, KELLY was also the president and Secretary of FED BIZ FOODS and wife of HUSELTON.
8. FED BIZ FOODS is a company which purports to manufacture ready-to-eat Meal Kits.

### **Background**

9. In 2012, HUSELTON met RISHEL when HUSELTON was attempting to locate a source for heating bag components.
10. RISHEL is and was a supplier of the components for which HUSELTON was looking.
11. At the time they met, RISHEL introduced HUSELTON to his Mealspec brand and concepts for a superior cooking bag.

12. In order to continue discussions, on, or about, September 28, 2012 RISHEL and HUSELTON, through their respective businesses, entered into a Confidentiality Agreement whereby each party recognized the proprietary rights of the other party.
13. HUSELTON and RISHEL discussed organizing a company to manufacture and sell the cooking bags that RISHEL designed, utilizing a website, [www.Mealspec.com](http://www.Mealspec.com), solely owned and designed by RISHEL to sell said products.
14. HUSELTON organized MEALSPEC in May 2013, naming RISHEL, without his knowledge or permission, as a Managing Member.
15. MEALSPEC manufactures, wholesales, and retails rapid response heating and cooking bags.
16. MEALSPEC products are typically a component of ready-to-eat Meal Kits.

#### **FED BIZ FOODS BACKGROUND**

17. Prior to HUSELTON and RISHEL meeting, FED BIZ FOODS, had defaulted on a Promissory Note (See Exhibit 1), which was secured by 51% ownership of FED BIZ FOODS and personal guarantees of HUSELTON and KELLY.
18. In order to avoid paying the obligation, HUSELTON or KELLY, advised FED BIZ FOODS' creditors that FED BIZ FOODS had no sales.
19. Meanwhile, HUSELTON organized MEALSPEC, with RISHEL.
20. At the time, RISHEL was unaware of FED BIZ FOODS liabilities and its intent to defraud its creditors.
21. After several months and varying promises made by HUSELTON to RISHEL, HUSELTON convinced RISHEL to begin selling FED BIZ FOODS heating bags through his website on behalf of MEALSPEC.

22. Thereafter, RISHEL discovered that HUSELTON had been taking the revenues of MEALSPEC and utilizing them for his personal use.
23. RISHEL confronted HUSELTON about taking MEALSPEC revenue for personal use.
24. HUSELTON informed RISHEL that the sales of heating bags from www.Mealspec.com were not *really* MEALSPEC's sales as previously agreed to, but rather they were sales attributable to FED BIZ FOODS.

**COUNT I**  
**BREACH OF FIDUCIARY DUTY (COMPANY)**

25. RISHEL hereby reincorporates paragraphs 1-24 above as if fully set forth herein.
26. RISHEL, on behalf of MEALSPEC, brings this action against HUSELTON pursuant to Florida State § 605.0802 to enforce the rights of MEALSPEC.
27. At all time relevant herein, RISHEL has been a member of MEALSPEC.
28. RISHEL did not make demand of the Managing Members of MEALSPEC to bring this action on behalf of MEALSPEC because such a demand would have been a futile, wasteful and useless act because HUSELTON maintains a 51% majority interest in MEALSPEC.
29. HUSELTON, in accordance with Florida Statute §605.04091, as a Member of MEALSPEC owes a duty of care and a duty of loyalty to MEALSPEC as a fiduciary, with a responsibility to act on behalf of, and in its best interest of MEALSPEC.
30. HUSELTON has breached his fiduciary duties to MEALSPEC.
31. MEALSPEC has been damaged by the breach in fiduciary responsibility.
32. HUSELTON utilized MEALSPEC's Suntrust bank account for his own personal use.

33. HUSELTON utilized funds of MEALSPEC to pay for personal services, cash withdrawals, or transfers to the personal bank account of HUSELTON, more than 500 times, with some of the most egregious misuse of funds to include, but not limited to:
- a. DirectTV; (one of multiple instances shown in Exhibit 2, 3, and 7)
  - b. BJ Wholesale Foods; (multiple instances only monthly basis shown in Exhibit 3)
  - c. A Florida Driver License; (Exhibit 4)
  - d. GTL Inmate Phone Services; (Exhibit 4)
  - e. Clay County Utilities; (one of multiple instances shown in Exhibit 2)
  - f. Columbia Sportswear; (one of multiple instances shown in Exhibit 4)
  - g. Jacksonville Zoo; (Exhibit 4)
  - h. Disney Annual Passes; (one of multiple instances shown in Exhibit 5)
  - i. Red Box; (several of multiple instances shown in Exhibit 6)
  - j. Cash Withdrawals (counter and ATM) (several, but not all, of multiple instances shown in Exhibit 2 and Exhibit 3)
34. HUSELTON did not return to MEALSPEC any of the funds that he took for his personal use.
35. HUSELTON created more than \$500 in overdraft bank charges when he utilized his debit card from MEALSPEC's Bank Account for personal use, creating a negative balance. (one of multiple instances shown in Exhibit 6 and Exhibit 7)
36. On or about October 2, 2014, HUSELTON utilized funds of MEALSPEC to acquire/update/pay for the registration of products under a different entity with the Defense Logistics Agency, specifically for the benefit of FED BIZ FOOD, a company owned and controlled by HUSELTON's spouse, KELLY, placing the interest of his wife's business above those of MEALSPEC. (Exhibit 8)
37. HUSELTON's personal use of MEALSPEC's bank accounts caused MEALSPEC to be unable to fulfill its obligations to ship product ordered by its customers, causing MEALSPEC to refund \$3,933.62 in sales. (See Exhibit 9)

38. Between September 2013 and February 2015, HUSELTON paid a distribution to himself of more than \$40,000, disregarding the need to pay MEALSPEC's outstanding obligations.
39. HUSELTON, failed to pay the outstanding obligations of MEALSPEC, created a barrier to acquire product needed for resale purposes, forcing MEALSPEC to utilize inferior FED BIZ FOODS products for personal gain.
40. For each year of MEALSPEC's existence, HUSELTON failed to prepare and/or caused to be prepared, federal tax returns, financial statements, statement of memberships, and membership allocation and investment of MEALSPEC.
41. HUSELTON allowed his wife, KELLY, to obtain signatory capacity on MEALSPEC's operating account, although KELLY was neither a member, an officer, nor an employee.
42. Thereafter, HUSELTON allowed KELLY to withdraw funds from MEALSPEC's account for personal use while failing to pay the outstanding obligations of MEALSPEC.
43. HUSELTON actions caused MEALSPEC to lose its manufacturer, shipping agent, and marketing consultants.
44. HUSELTON withdrew funds from the Suntrust account for personal gain while failing to pay the remaining members their portion of the proceeds or pay the outstanding expenses of MEALSPEC.
45. HUSELTON actions have caused MEALSPEC to suffer damages.

WHEREFORE, RISHEL, a representative capacity on behalf of and in the right of MEALSPEC, LLC, requests that this Court enter judgment in its favor against HUSELTON, for all damages to which it may be entitled, in law or in equity, as well as attorney's fees and costs and any other relief as this Court deems just and equitable.



**COUNT II**  
**BREACH OF FIDUCIARY DUTY (DIRECT ACTION)**

46. RISHEL hereby reincorporates paragraphs 1 through 24 as if fully set forth herein.
47. RISHEL brings this against HUSELTON pursuant to Florida Statute §605.0801.
48. As a member of MEALSPEC, HUSELTON owed a fiduciary duty to RISHEL pursuant to Florida Statute §605.04091.
49. HUSELTON breached his fiduciary duty to RISHEL.
50. RISHEL has been damaged by HUSELTON's breach in fiduciary duty.
51. The actual damages RISHEL incurred as a result of HUSELTON's breaches were not solely the result of an injury suffered by MEALSPEC.
52. Between September 2013 and February 2015, HUSELTON paid a distribution of more than \$40,000 to his personal account.
53. The distributions made by HUSELTON between September 2013 and February 2015, were not paid proportional to the members respective percentage of ownership.
54. Between September 2013 and February 2015, RISHEL only received \$1,000 in distribution whereas he should have received approximately \$19,300.
55. HUSELTON conducted business of behalf of MEALSPEC without approval, coordination, and knowledge, of RISHEL, a Managing Member of MEALSPEC.
56. On or about March 18, 2015 HUSELTON filed with the Florida Secretary of State the removal of RISHEL as a Managing Member without approval or notice to RISHEL.
57. HUSELTON failed or refused to execute an Operating Agreement of MEALSPEC, as agreed upon by RISHEL and HUSELTON prior to the company's organization. The operating agreement, as agreed upon by RISHEL and HUSELTON was to include the following unanimous consents in order to protect the minority rights of RISHEL:

- a. Compensation Plan for the Members
- b. All related party transactions
- c. Addition of Members and Issuance of additional member units [dilution event]
- d. Appointment and Removal from Board of Managers
- e. Member's Employment Contracts
- f. Amending the Operating Agreement
- g. Transfer of Assets
- h. Mergers

58. As a result of HUSELTON's breaches of his fiduciary duties owed to RISHEL as described above, RISHEL has suffered damages which are not solely the result of an injury suffered by MEALSPEC.

WHEREFORE, RISHEL, requests that this Court enter judgment in his favor against HUSELTON, for all damages to which it may be entitled, in law or in equity, as well as attorney's fees and costs and any other relief as this Court deems just and equitable.

**COUNT III:  
DISSOCIATION OF MEMBER,  
OR IN THE ALTERNATIVE DISSOLVEMENT OF MEALSPEC, LLC  
AND APPOINTMENT OF RECEIVER**

59. RISHEL hereby reincorporates paragraphs 1-58 as if fully set forth herein.

60. RISHEL, bring this action against HUSELTON pursuant to Florida Statute §605.0801 and §605.0602(6).

61. HUSELTON has engaged or is engaging in wrongful conduct that has affected adversely and materially, or will affect adversely and materially, MEALSPEC's activities and affairs.

62. HUSELTON has committed willfully and persistently a material breach of the duty or obligation owed to RISHEL and MEALSPEC under Florida Statute §605.04091.

63. Furthermore, HUSELTON has engaged or is engaging in conduct relating to MEALSPEC's activities and affairs which makes it not reasonably practicable to carry on

the activities and affairs with the person as a Managing Member and member with controlling interest.

64. Due to HUSELTON's actions his right to participate as a member in the management and conduct of the MEALSPEC's activities and affairs should be terminated.

65. In the alternative, in accordance with Florida Statute §605.0702, Rishel seeks to have the court order dissolution of MEALSPEC.

66. The actions of HUSELTON make it so it is not reasonably practicable to carry on the business of MEALSPEC.

67. Although, MEALSPEC owns no assets, has no revenue, it has outstanding obligations to multiple vendors due to HUSELTON's misappropriation of its revenues and equity contributions.

68. Due to these misappropriations by HUSELTON, and the fact that HUSELTON is a member of controlling interest, RISHEL request this Court to appoint a Receiver or Custodian in accordance with Florida Statute §605.0704.

WHEREFORE, RISHEL requests that this Court enter judgment in its favor and terminating HUSELTON's interest, and/or ownership in MEALSPEC, as well as all related rights and privileges, and awarding for all damages to which it may be entitled, in law or in equity, as well as attorney's fees and costs and any other relief as this Court deems just and equitable. In the alternative, RISHEL requests that this Court dissolve MEALSPEC pursuant to Florida Statute § 605.0702 and award all damages to which it may be entitled, in law or in equity, as well as attorney's fees and costs and any other relief as this Court deems just and equitable.

Count IV  
**TRADEMARK AND INTELLECTUAL PROPERTY INFRINGEMENT**

69. Rishel hereby reincorporates paragraphs 1-24 of this counterclaim above as if fully set forth herein.
70. RISHEL, bring this action against HUSELTON and FED BIZ FOODS.
71. Prior to meeting HUSELTON, RISHEL created the MEALSPEC name and designed the logo in July 2012.
72. RISHEL utilized custom design graphics and fonts he personally created for the Mealspec logo.
73. Such graphics and fonts are protected under common law and the Digital Millennium Copyright Act (hereinafter "DMCA").
74. RISHEL subsequently acquired the url entitled www.mealspec.com through GoDaddy, in September 2012. (Exhibit 10)
75. RISHEL created the Mealspec website utilizing his designs, fonts, logos, and other registered and licensed third party graphics.
76. RISHEL was granted a trademark for Mealspec and its logo on April 10, 2014. (Exhibit 11)
77. The first private use of this trademark was in July 2012, while the first public use was on or about May 2013.
78. RISHEL is entitled to protection of his trademark in accordance Florida and Federal Law.
79. In September 2013, RISHEL granted MEALSPEC the right to use his copyrights and trademark, based upon the promises and guarantees of HUSELTON, in the promotion of MEALSPEC sales so long as the sales were generated on RISHEL personally owned url www.mealspec.com.

80. RISHEL terminated the rights for MEALSPEC to utilize his trademark and designs on or about March 5, 2015.
81. On or about April 1, 2015 Rishel removed the website located at [www.mealspec.com](http://www.mealspec.com).
82. On or about March 12, 2015, RISHEL sent HUSELTON a cease and desist letter (see Exhibit 12) to prevent him, either directly or indirectly, from utilizing the MEALSPEC trademark owned by RISHEL.
83. Days later, on or about March 16, 2015 HUSELTON, filed a trademark with the United States Patent and Trademark Office ("USPTO") for MEALSPEC (See Exhibit 13), in a direct attempt to circumvent RISHEL's existing trademark.
84. HUSELTON filed his alleged MEALSPEC trademark utilizing RISHEL's custom designed graphic.
85. HUSELTON's actions are a violation of the DMCA and RISHEL's common law rights to the graphical display of the MEALSPEC logo that RISHEL solely created.
86. Shortly thereafter and without authorization, on or about April 15, 2015 FED BIZ FOODS launched a website at [www.fedbizfoods.com](http://www.fedbizfoods.com) utilizing the registered MEALSPEC trademark owned by RISHEL.
87. FED BIZ FOODS have created a MEALSPEC Meal Kit in a direct attempt to create confusion in the market place, which it touts on the Fed Biz Food.
88. Detrimental and harmful actions of FED BIZ FOODS warrant declaratory relief and injunctive relief as requested herein.
89. FED BIZ FOODS have tarnished the MEALSPEC trademark owned by RISHEL.
90. RISHEL has never granted any rights of use, directly or passively, to FED BIZ FOODS, to include the MEALSPEC trademark, MEALSPEC "url", and MEALSPEC logo design.

91. HUSELTON and FED BIZ FOODS should be enjoined from engaging in any future activity pertaining in any way whatsoever to MEALSPEC, including but not limited to, license, marketing, sales, trademarks, copyrights, infringement, business frustration, business interference, defamation, or representation of agency or affiliation.
92. FED BIZ FOODS should be declared an infringement of RISHEL's trademark and FED BIZ FOODS should be required to remove all instances to use and likeness of the MEALSPEC trademark.
93. The declaratory relief and injunctive relief requested herein should be granted because the actions of the HUSELTON and FED BIZ FOODS are causing irreparable harm to RISHEL.
94. Rishel has no adequate remedy at law, as the harm done cannot be measured by monetary damages.

WHEREFORE, RISHEL requests that this Court enter judgment in its favor against HUSELTON and FED BIZ FOODS and award such other relief permitted by Florida Statute § 495.141, including, but not limited to other declaratory relief or injunctive relief the court deems just and proper under the circumstances. RISHEL also seeks damages for lost profits and reputation, and reasonable attorney's fees and costs.

**COUNT V: TORTIOUS INTERFERENCE WITH AN  
ADVANTAGEOUS BUSINESS RELATIONSHIP**

95. RISHEL hereby reincorporates paragraphs 1-24 as if fully set forth herein.
96. At all times material herein, RISHEL owned and operated [www.Mealspec.com](http://www.Mealspec.com).
97. At all times material herein, RISHEL had a valid contract with GoDaddy to host his website [www.Mealspec.com](http://www.Mealspec.com).

98. At all times material herein, HUSELTON was aware of the contract between RISHEL and GoDaddy.

99. On or about March 16, 2015 HUSELTON fraudulently filed a trademark infringement complaint against RISHEL for the www.mealspec.com website.

100. HUSELTON alleged he owned the trademark rights.

101. HUSELTON knows this statement to be false at the time it was made.

102. HUSELTON made his claim with GoDaddy to interfere with the contractual relationship between GoDaddy and RISHEL in order to shut down www.Mealspec.com.

103. HUSELTON's interference was unjustified and there is no legal justification for HUSELTON's actions.

104. HUSELTON's actions were intentional and without regard to the property rights of RISHEL.

105. RISHEL has been damaged in that GoDaddy has frozen the www.mealspec.com website limiting the scope of services that can be provided.

106. RISHEL has been damaged as a result of HUSELTON's interference in that GoDaddy's Domain By Proxy Private Registration service, in which RISHEL paid to be enrolled in, has been terminated by GoDaddy. Furthermore, RISHEL is subject to administration fees assessed by GoDaddy as a result of HUSELTON's interference.

(Exhibit 14)

WHEREFORE, RISHEL requests this Court enter judgment in its favor against the HUSELTON, for all damages incurred to which RISHEL may be entitled, in law or in equity, and any other relief as this Court deems just and equitable.

**COUNT VI: FRAUD IN THE INDUCEMENT**

107. Rishel hereby reincorporates paragraphs 1-24 as if fully set forth herein.

*Equity interest*

108. Prior to forming MEALSPEC, HUSELTON told RISHEL that he would require 51% of the business because he would be bringing in FED BIZ FOODS operations under their joint business.

109. HUSELTON also told RISHEL that he would require 51% because of his Defense Logistics Association ("DLA") connections and contracts that and in order to sell MEALSPEC products to the Department of Defense, FEMA, and other government agencies, it required a DLA number.

110. HUSELTON subsequently registered the MEALSPEC brand under FED BIZ FOODS with the DLA, utilizing the funds of MEALSPEC to do so (Exhibit 8).

111. At the time that HUSELTON made the representations above, he had no intention to bring FED BIZ FOODS under MEALSPEC.

112. Prior to forming MEALSPEC, HUSELTON told RISHEL on numerous occasions that the U.S. Military was going to replace their current heating bag with the MEALSPEC bag.

113. HUSELTON agreed with RISHEL to enter into an operating agreement with RISHEL, whereby certain activities would require both members to approve the action (para 57).

114. HUSELTON had no intentions on entering into an operating agreement with RISHEL.



115. RISHEL relied on the statement of HUSELTON in agreeing to allow HUSELTON to own 51% of the membership of MEALSPEC.
116. HUSELTON knew or should have known that the statements he made were false.
117. HUSELTON knew or should have known that the U.S. Military was not actively replacing its hearting bags with MEALSPEC bags.
118. HUSELTON intended for RISHEL to rely on his false statements in order to gain controlling equity interest in MEALSPEC.
119. RISHEL did, in fact, rely on HUSELTON's false statements by agreeing to give HUSELTON a 51% interest in MEALSPEC.
120. RISHEL would not have agreed to give HUSELTON a 51% interest in MEALSPEC had it not been for HUSELTON's false misrepresentations of material facts.
121. Rishel was damaged by such action, as the basis for HUSELTON's controlling interest was a sham.
122. The actions of HUSELTON have also caused harm to the MEALSPEC trademark, MEALSPEC website, and dilution of RISHEL's patent design, by acting unilaterally on behalf of MEALSPEC and with disregard for the property interest of RISHEL.

***Monetary Loan***

123. In April 2014, HUSELTON asked RISHEL to deposit \$3,000 into the MEALSPEC account as a temporary loan in order to pay for the prototype MEALSPEC bags.
124. HUSELTON further stated that RISHEL would be reimbursed when two pallet sales were completed.

125. HUSELTON intended RISHEL to rely on these statements.
126. Relying on HUSELTON's statement that he would be paid back, RISHEL deposited the money and the bags were ordered.
127. In July and August 2014 two pallet sales were completed.
128. Following the sale of two pallets, RISHEL was not paid back the \$3,000.00 loan.
129. HUSELTON told RISHEL that the expenses of MEALSPEC, mass mailing, and other costs were required to be paid, which is why RISHEL could not be reimbursed after the sale of two pallets.
130. At the time, HUSELTON knew or should have known that he had no intention of paying MEALSPEC's expenses.
131. Rather, HUSELTON transferred the money from the MEALSPEC account to his personal account without repaying Rishel the \$3,000 temporary loan or MEALSPEC's expenses.
132. RISHEL's reliance on HUSELTON's statements that he would be paid back was reasonable under the circumstances.

WHEREFORE, RISHEL requests this Court enter judgment in his favor against HUSELTON, for all damages incurred to which RISHEL may be entitled, in equity, and any other relief as this Court deems just and equitable.

**COUNT VII**  
**UNJUST ENRICHMENT (COMPANY)**

133. RISHEL hereby reincorporates paragraphs 1-24 above as if fully set forth herein.
134. RISHEL, on behalf of MEALSPEC, brings this action against HUSELTON pursuant to Florida State § 605.0802 to enforce the rights of MEALSPEC.

135. RISHel brings this action against HUSELTON, KELLY, and FED BIZ FOODS (Collectively, "Defendants").
136. At all time relevant herein, RISHel has been a member of MEALSPEC.
137. RISHel did not make demand of the Managing Members of MEALSPEC to bring this action on behalf of MEALSPEC because such a demand would have been a futile, wasteful and useless act because HUSELTON maintains a 51% majority interest in MEALSPEC.
138. The Defendants concocted a plan whereby they would avoid creditor payment in both FED BIZ FOODS and MEALSPEC, while taking the sale proceeds for personal use by HUSELTON and KELLY.
139. HUSELTON and KELLY would tell the creditors of FED BIZ FOODS that FED BIZ FOODS had no sales while they would tell MEALSPEC's creditors and RISHel that MEALSPEC had no sales because the sales that were done on www.mealspec.com were purportedly FED BIZ FOODS sales.
140. In September 2013 RISHel and HUSELTON opened a MEALSPEC bank account under the premise that RISHel would grant the use of his domain at www.mealspec.com for MEALSPEC sales, and the sales from the website would then be deposited into the MEALSPEC bank account.
141. The use of MEALSPEC's website was for a benefit conferred on the Defendants.
142. Defendants accepted the benefit and utilized the MEALSPEC website for sales.
143. During the relevant timeframe, HUSELTON or KELLY falsified the signature of RISHel with Suntrust Bank in order to link the joint Suntrust bank account of

HUSELTON and KELLY to the SunTrust bank account of MEALSPEC, giving any of the Defendants the capacity to withdraw funds from MEALSPEC.

144. The Defendants would consistently remove funds from MEALSPEC's bank account as soon as a sale was complete, moving the funds to the personal account of HUSELTON and KELLY, or directly paying a personal obligation from MEALSPEC's bank account.

145. Defendant has been unjustly enriched at the expense of MEALSPEC.

146. Given the circumstances described above, the acceptance and retention of the MEALSPEC sales by HUSELTON, KELLY, or FED BIZ FOODS make it inequitable for him or her to do so without paying the value of it.

147. MEALSPEC lacks an adequate remedy at law.

WHEREFORE, RISHEL requests this Court enter judgment in its favor against HUSELTON, KELLY, and FED BIZ FOODS, for all damages to which he may be entitled, in law or in equity, any other relief as this Court deems just and equitable.

ARCADIER & ASSOCIATES, P.A.

/s/ Joseph C. Wood, Esquire  
Joseph C. Wood, Esquire

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing was electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal which will provide service to Plaintiff, c/o Richard C. Komando, Esquire of Kopelousos, Bradley & Garrison, P.A. 1279 Kingsley Avenue, Suite 118, Orange Park, Florida 32073 via email to [Rich@claylawyers.com](mailto:Rich@claylawyers.com) on this 30<sup>th</sup> day of April, 2015.

ARCADIER & ASSOCIATES, P.A.

/s/ Joseph C. Wood, Esquire

Maurice Arcadier, Esquire

Florida Bar No. 0131180

Stephen Biggie, Esquire

Florida Bar No.: 0084035

Joseph C. Wood, Esquire

Florida Bar No.: 0093839

2815 W. New Haven, Suite 304

Melbourne, Florida 32904

Primary Email: [office@wamalaw.com](mailto:office@wamalaw.com)

Secondary Email: [wood@wamalaw.com](mailto:wood@wamalaw.com)

Phone: (321) 953-5998

Fax: (321) 953-6075

# EXHIBIT 1

## SECURED PROMISSORY NOTE

Principal Amount: \$61,000.00

Date: August 14, 2010

Place: Jacksonville, Florida

FOR VALUE RECEIVED, the undersigned, Kelly Huselton, an individual, and David Huselton, an individual, and Fed Biz Development, Inc. d/b/a Fed Biz Foods, a Florida corporation (hereinafter collectively referred to as "Borrower"), hereby promises to pay to the order of One Source Nutrition, LLC (hereinafter referred to as "Noteholder" which term shall mean the holder at any particular time of this Note), the principal sum of Sixty One Thousand and No/100 Dollars (\$61,000.00), together with interest as hereinafter provided.

From the date hereof until this Note is paid in full, interest shall be charged on the principal balance of this Note outstanding from time to time at an annual rate equal to the five percent (5.0%) (the "Interest Rate"). Interest shall be computed based on the premise that a year contains 360 days and shall be charged on a per diem basis for the actual number of days elapsed.

The term of this Note and the loan evidenced hereby (the "Loan") is twelve (12) months, commencing on the date hereof and ending on the date which is one (1) year from the date hereof (the "Maturity Date").

Interest at the Interest Rate shall accrue and be due and payable simultaneous with payment of the principal amount of the Note.

The entire unpaid principal balance of this Note and all accrued and unpaid interest thereon shall be due and payable on the Maturity Date, unless this Note is accelerated or paid in full prior to the Maturity Date.

All payments received hereunder shall be applied first to accrued interest and the balance, if any, to principal. The principal of and interest on this Note shall be payable in immediately available funds in lawful money of the United States which shall be legal tender for public and private debts at the time of payments. Any payment by other than immediately available funds which Noteholder, at its option, elects to accept shall be subject to collection, and interest shall continue to accrue until the funds by which payment is made are available to Noteholder for its use. All payments received during normal banking hours after 2:00 p.m. (Eastern Standard Time) shall be deemed received at the opening of the next banking day.

All payments hereunder shall be payable to the order of Noteholder at 20016 NW 258<sup>th</sup> Drive, High Springs, Florida 32655, or at such place and to such person as shall be designated in writing from time to time by Noteholder.

Borrower reserves the privilege of prepaying, without premium or penalty, all or any portion of the principal balance of this Note, upon at least three (3) business day's prior written notice to Noteholder.

If any payment of principal or interest is not paid when due, Borrower agrees to pay to Noteholder as a late charge, and in addition to the amount of such payment, a sum equal to five percent (5%) of the amount of such delinquent payment (unless such late payment exceeds the maximum late payment permitted by applicable law, in which event, Borrower shall be obligated to pay such permitted late payment charge). If Borrower resumes making payments but has not paid all past due payments, Noteholder will impose a separate late payment charge for each payment that becomes due until such default is cured.

If any payment required to be made under this Note is not paid within ten (10) days of the date when due, whether at maturity or by acceleration, (x) interest shall be payable on the principal portion of such defaulted payment, at the annual rate of three percent (3%) in excess of the Interest Rate otherwise in effect from time to time during such period of default ("Default Rate"), and (y) Borrower shall pay all costs of collection, including reasonable attorneys' fees, incurred by Noteholder, whether or not suit is filed hereon. Such costs of collection shall include, but not be limited to, all costs and expenses, including reasonable attorneys' fees, incurred in connection with the protection of or realization upon the collateral securing this Note.

This Note is issued pursuant to a certain Loan Agreement of even date herewith (the "Loan Agreement"), between Borrower and Noteholder, secured by, among other things, fifty one percent (51%) of the equity ownership of Fed Biz Development, Inc.

At the option of Noteholder, this Note shall become immediately due and payable upon the occurrence of an Event of Default under the Loan Agreement.

The failure of Noteholder to exercise its option to accelerate this Note as provided above, or to exercise any other option or remedy granted to it hereunder or under any of the other Loan Documents (as defined in the Loan Agreement), in any one or more instances, or the acceptance by Noteholder of partial payments or partial performance, shall not constitute a waiver of any Event of Default by Borrower, and all such options and remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Noteholder, may at Noteholder's option be rescinded by written acknowledgment to that effect, but the tender and acceptance of partial payment or partial performance alone shall not in any way affect or rescind such acceleration of maturity.

Borrower, and all others who may become liable for all or any part of this Note, agree hereby to be jointly and severally bound, and jointly and severally (w) waive and renounce any and all homestead exemption rights and the benefits of all valuation and appraisal privileges as against this debt or any renewal or extension thereof (x) waive presentment, demand, protest, notice of nonpayment, notice of dishonor, and any and all lack of diligence or delays in the collection or enforcement hereof (y) expressly consent to the release or substitution of any of the collateral securing this Note; and (z) expressly consent to any extension of the time for payment

of this Note and any other indulgence, or forbearance by Noteholder. Any such extension, release, substitution, indulgence or forbearance may be made without notice to any party and without in any way affecting the personal liability of any person liable hereon.

In no event shall the amount of interest due or payable hereunder exceed the maximum amount of interest allowed by applicable law or otherwise violate applicable law, and in the event any payment is made which exceeds such maximum lawful amount, then the amount of such excess sum shall be credited as a payment of principal. It is the express intent hereof that Borrower shall not pay and Noteholder shall not receive, directly or indirectly, interest in excess of what may lawfully be paid by Borrower under applicable law.

Borrower hereby represents and warrants that the indebtedness evidenced by this Note is being obtained for the purpose of acquiring and carrying on a business or commercial enterprise and all proceeds of such indebtedness will be used solely in connection with such business or commercial enterprise.

This Note shall be binding upon Borrower and its successor's and assigns and shall inure to the benefit of Noteholder and its successors and assigns. This Note shall be governed by and construed in accordance with the laws of the State of Florida.

Nothing contained in this Note or any other Loan Document shall prohibit Noteholder from pledging or assigning this Note.

Borrower shall pay Noteholder all costs incurred by Noteholder in connection with the collection of this Note. Such costs include, without limitation, reasonable fees for the services of counsel and legal assistants employed to collect this Note, whether or not suit be brought, and whether incurred in connection with collection, trial, appeal or otherwise. Borrower further agrees to indemnify and hold Noteholder harmless against liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any), excluding income and franchise taxes of Noteholder, which may be determined to be payable with respect to this Note or any document securing this Note.

BORROWER REPRESENTS AND WARRANTS TO NOTEHOLDER THAT IT HAS READ EACH AND EVERY PROVISION OF THIS INSTRUMENT, HAS CONSULTED, OR BEEN GIVEN THE OPPORTUNITY TO HAVE THIS INSTRUMENT REVIEWED BY, COMPETENT LEGAL COUNSEL OF ITS CHOOSING, AND UNDERSTANDS, AGREES TO AND ACCEPTS THE PROVISIONS HEREOF.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED BY OR AGAINST NOTEHOLDER WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS NOTE, THE LOAN AGREEMENT, ANY GUARANTY, THE LOAN EVIDENCED HEREBY, OR ANY ALLEGED TORTIOUS CONDUCT BY ANY GUARANTOR, BORROWER OR NOTEHOLDER, OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR IS RELATED TO THE



RELATIONSHIP BETWEEN THE GUARANTORS, BORROWER, OR NOTEHOLDER.

IN WITNESS WHEREOF, the undersigned, with full power and authority to do so, intending that this Note shall constitute an instrument under seal, has caused these presents to be executed, delivered and sealed on the day and year first above written.

**BORROWER:**

Fed Biz Development, Inc. d/b/a Fed Biz Foods,  
a Florida corporation

By: Kelly Huselton  
Name: Kelly Huselton  
Title: President

By: [Signature]  
Name: David Huselton  
Title: An Individual

By: Kelly Huselton  
Name: Kelly Huselton  
Title: An Individual

Signed and delivered  
in the presence of

Kyle Knight  
(Signature)  
Kyle Knight  
(Print Name)  
8/14/10  
(Date)

[Signature]  
(Signature)  
Layne Knight  
(Print Name)  
8-14-10  
(Date)

## EXHIBIT 2

SUNTRUST BANK  
PO BOX 305183  
NASHVILLE TN 37230-5183

Page 4 of 5  
36/E00/0175/0 /38  
09/30/2014

# Account Statement

# SUNTRUST

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description	
	09/24	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/24	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 09/22
	09/25	13.91		CHECK CARD PURCHASE STARBUCKS #08363 JACKS	JACKSONVILLE FL TR DATE 09/23
	09/26	4.69		CHECK CARD PURCHASE PANERA BREAD #892	JACKSONVILLE FL TR DATE 09/24
	09/26	58.80		CHECK CARD PURCHASE BRICK OVEN PIZZERIA & G	FLEMING ISLAND FL TR DATE 09/24
	09/26	59.01		CHECK CARD PURCHASE SUNSHINE 346 QPS	ORANGE PARK FL TR DATE 09/24
	09/26	5.75		POINT OF SALE DEBIT USPS 116886063	ORANGE PARK FL TR DATE 09/26
	09/26	58.85		POINT OF SALE DEBIT CASUAL MALE #9432	ORANGE PARK FL TR DATE 09/26
	09/26	500.00		OVER-THE-COUNTER WITHDRAWAL	
	09/26	2,000.00		OVER-THE-COUNTER WITHDRAWAL	
	09/29	4.38		CHECK CARD PURCHASE PANERA BREAD #892	JACKSONVILLE FL TR DATE 09/26
	09/29	33.50		CHECK CARD PURCHASE TGI FRIDAYS #0547	ORLANDO FL TR DATE 09/26
	09/29	53.49		CHECK CARD PURCHASE ATT*BILL PAYMENT	800-288-2020 TX TR DATE 09/27
	09/29	73.05		CHECK CARD PURCHASE DIRECT AUTO INSURANCE	88884447335 FL TR DATE 09/26
	09/29	131.24		CHECK CARD PURCHASE TGI FRIDAYS #0547	ORLANDO FL TR DATE 09/26
	09/29	226.72		CHECK CARD PURCHASE T-MOBILE IVR PAYMENT	800-937-8997 WA TR DATE 09/26
	09/29	30.99		POINT OF SALE DEBIT WALGREENS 1565	ORANGE PARK FL TR DATE 09/29
	09/30	2.95		CHECK CARD PURCHASE OPAYFEE CLAY CO UTLS	ORANGE PARK FL TR DATE 09/26
	09/30	10.50		CHECK CARD PURCHASE NINE DRAGONS	ORLANDO FL TR DATE 09/27
	09/30	11.75		CHECK CARD PURCHASE PUERTO RICO - F&W E	LAKE BUENA VIFL TR DATE 09/27
	09/30	13.50		CHECK CARD PURCHASE SINGAPORE - F&W EPC	LAKE BUENA VIFL TR DATE 09/27
	09/30	14.49		CHECK CARD PURCHASE LA BOTTEGA ITALIANO	LAKE BUENA VIFL TR DATE 09/27
	09/30	27.04		CHECK CARD PURCHASE FLORIDAYS RESORT	ORLANDO FL TR DATE 09/27
	09/30	55.05		CHECK CARD PURCHASE SAN ANGEL INN (EPCO	LAKE BUENA VIFL TR DATE 09/27
	09/30	62.09		CHECK CARD PURCHASE CHEFS DE FRANCE	LAKE BUENA VIFL TR DATE 09/26
	09/30	98.04		CHECK CARD PURCHASE CLAY CO UTILITIES	ORANGE PARK FL TR DATE 09/27
	09/30	145.37		CHECK CARD PURCHASE DTV*DIRECTV SERVICE	800-347-3288 CA
	09/30	12.00		MAINTENANCE FEE	

Withdrawals/Debits: 80

Member FDIC

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## EXHIBIT 3

SUNTRUST BANK  
PO BOX 305183  
NASHVILLE TN 37230-5183

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07/31/2014

# Account Statement

# SUNTRUST

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description	TR DATE 07/11 ORANGE PARK FL 40202301
	07/11	69.14		POINT OF SALE DEBIT SHELL Service	
	07/11	2,500.00		OVER-THE-COUNTER WITHDRAWAL	
	07/14	325.88		ELECTRONIC/ACH DEBIT FLBLUE HPS	TR DATE 07/11
	07/14	87.92		CHECK CARD PURCHASE DENTEGRA	877-2804204 CA
	07/14	329.49		CHECK CARD PURCHASE ULINE *SHIP SUPPLIES	TR DATE 07/12 800-295-5510 IL
	07/14	1,050.00		OVER-THE-COUNTER WITHDRAWAL	TR DATE 07/12
	07/15	100.00		CHECK CARD PURCHASE CANTINA LAREDO 191	JACKSONVILLE FL
	07/15	154.85		CHECK CARD PURCHASE MITCHELL'S FISH MA	TR DATE 07/12 JACKSONVILLE FL
	07/15	75.05		POINT OF SALE DEBIT TARGET T1497	TR DATE 07/14
	07/15	76.00		POINT OF SALE DEBIT SHELL Service	ORANGE PARK FL
	07/16	800.00		ATM CASH WITHDRAWAL FLEMING ISLAND WAL-MART	TR DATE 07/15
	07/16	152.98		CHECK CARD PURCHASE ATT*BILL PAYMENT	ORANGE PARK FL
	07/16	237.47		CHECK CARD PURCHASE DTV*DIRECTV SERVICE	TR DATE 07/15 800-288-2020 TX
	07/16	49.00		POINT OF SALE DEBIT SHELL Service	TR DATE 07/14 800-347-3288 CA
	07/16	52.82		POINT OF SALE DEBIT WAL-MART #2920	TR DATE 07/16 ORANGE PARK FL
	07/16	210.00		POINT OF SALE DEBIT BJ'S WHOL 560	TR DATE 07/15 ORANGE PARK FL
	07/16	404.76		POINT OF SALE DEBIT BJ'S WHOL 560	TR DATE 07/15 Orange Park FL
	07/17	2.95		CHECK CARD PURCHASE OPAYFEE CLAY CO UTLS	TR DATE 07/14 ORANGE PARK FL
	07/17	30.66		CHECK CARD PURCHASE BONOS PIT BARBQ	TR DATE 07/15 FLEMING ISLAND FL
	07/17	85.58		CHECK CARD PURCHASE OFFICE DEPOT #2119	TR DATE 07/16 JACKSONVILLE FL
	07/17	112.77		CHECK CARD PURCHASE ULINE *SHIP SUPPLIES	TR DATE 07/16 800-295-5510 IL
	07/17	200.21		CHECK CARD PURCHASE CLAY CO UTILITIES	TR DATE 07/14 ORANGE PARK FL
	07/17	476.36		CHECK CARD PURCHASE WM SUPERCENTER #2920	TR DATE 07/15 ORANGE PARK FL
	07/17	41.71		POINT OF SALE DEBIT EXXONMOBIL	TR DATE 07/16 LAKE MAR FL
	07/17	65.02		POINT OF SALE DEBIT RACETRAC 196	TR DATE 07/17 ORANGE PARK FL
	07/18	235.14		CHECK CARD PURCHASE COLUMBIA SPORTSWEAR 41	TR DATE 07/16 OR
	07/18	600.00		OVER-THE-COUNTER WITHDRAWAL	
	07/21	13.30		ACCOUNT ANALYSIS FEE	TR DATE 07/17 ORANGE PARK FL
	07/21	21.65		CHECK CARD PURCHASE GRUMPYS	TR DATE 07/18 FLEMING ISLAND FL
	07/21	25.83		CHECK CARD PURCHASE SUSHIYA LLC	TR DATE 07/17 ORANGE PARK FL
	07/21	35.95		CHECK CARD PURCHASE RUBY TUESDAY #4458	TR DATE 07/18 ORANGE PARK FL
	07/21	1.08		POINT OF SALE DEBIT SHELL Service	TR DATE 07/18 ORANGE PARK FL
	07/21	587.43		POINT OF SALE DEBIT THE HOME DEPOT	

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# EXHIBIT 4

SUNTRUST BANK  
PO BOX 305183  
NASHVILLE TN 37230-5183

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## Account Statement

# SUNTRUST

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description	
	07/22	25.00		CHECK CARD PURCHASE THE HOME DEPOT #6369	TR DATE 07/18 ORANGE PARK FL
	07/22	63.63		CHECK CARD PURCHASE CHILI'S FLEMING ISLAND	TR DATE 07/18 ORANGE PARK FL
	07/22	67.85		CHECK CARD PURCHASE JACKSONVILLE ZOO	TR DATE 07/20 JACKSONVILLE FL
	07/22	423.17		CHECK CARD PURCHASE CLAY ELECTRIC COOP INC	TR DATE 07/20 800-224-4917 FL
	07/24	10.05		CHECK CARD PURCHASE PANERA BREAD #1182	TR DATE 07/22 ORANGE PARK FL
	07/24	13.14		CHECK CARD PURCHASE PANERA BREAD #1182	TR DATE 07/22 ORANGE PARK FL
	07/24	56.71		CHECK CARD PURCHASE COLUMBIA SPORTSWEAR 41	TR DATE 07/22 08006226953 OR
	07/25	43.85		POINT OF SALE DEBIT WINN-DIXI 1545	TR DATE 07/24 ORANGE PARK FL
	07/25	61.75		POINT OF SALE DEBIT USPS 116886063	TR DATE 07/25 ORANGE PARK FL
	07/28	17.18		CHECK CARD PURCHASE MOJO SMOKEHOUSE	TR DATE 07/25 FLEMING ISLAND FL
	07/28	43.39		CHECK CARD PURCHASE THE UPS STORE 3117	TR DATE 07/25 FLEMING ISLAND FL
	07/28	62.37		POINT OF SALE DEBIT RACETRAC 196	TR DATE 07/28 ORANGE PARK FL
	07/29	21.00		CHECK CARD PURCHASE DOG STAR TAVERN	TR DATE 07/26 FERNANDINA BEFL
	07/29	25.00		CHECK CARD PURCHASE GTL*INMATE PHONE SVC	TR DATE 07/27 877-650-4249 AL
	07/29	29.24		CHECK CARD PURCHASE GOODYEAR ASC #2444	TR DATE 07/27 ORANGE PARK FL
	07/29	31.45		CHECK CARD PURCHASE BONOS PIT BAR B Q	TR DATE 07/27 JACKSONVILLE FL
	07/29	34.23		CHECK CARD PURCHASE SANDOLLAR RESTAURANT &	TR DATE 07/26 JACKSONVILLE FL
	07/29	35.00		CHECK CARD PURCHASE ENZAS ITALIAN RESTUARA	TR DATE 07/26 JACKSONVILLE FL
	07/29	50.80		CHECK CARD PURCHASE THE SALTY PELICAN BAR	TR DATE 07/26 FERNANDINA BEFL
	07/29	69.27		CHECK CARD PURCHASE BRIO JACKSONVILLE	TR DATE 07/25 JACKSONVILLE FL
	07/29	134.90		CHECK CARD PURCHASE FL DL & TAG GO-RENEW	TR DATE 07/27 08506172000 FL
	07/30	40.96		CHECK CARD PURCHASE RUBY TUESDAY #4458	TR DATE 07/28 ORANGE PARK FL
	07/31	31.64		CHECK CARD PURCHASE GRASSHOPPER GROUP, LLC	TR DATE 07/29 NEEDHAM MA
	07/31	12.98		POINT OF SALE DEBIT ACADEMY LTD	TR DATE 07/31 ORANGE PARK FL 00691818

Withdrawals/Debits: 68

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	07/01	100.07	100.07	07/21	1,933.66	1,933.66
	07/02	13.87	13.67	07/22	1,354.40	1,354.40
	07/07	134.62	134.62	07/24	1,274.50	1,274.50
	07/11	6,307.72	6,307.72	07/25	1,168.90	1,168.90
	07/14	4,514.43	4,514.43	07/28	1,045.96	1,045.96
	07/15	4,108.53	4,108.53	07/29	615.07	615.07
	07/16	2,201.50	2,201.50	07/30	574.11	574.11
	07/17	3,454.04	3,454.04	07/31	1,029.49	1,029.49
	07/18	2,618.90	2,618.90			

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SUNTRUST BANK  
PO BOX 305183  
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09/30/2014

# Account Statement

# SUNTRUST

Deposits/ Credits	Date	Amount	Serial #	Description
	09/24	57.71		ELECTRONIC/ACH CREDIT GLOBAL PAYMENTS GLOBAL DEP [REDACTED]
	09/25	59.68		ELECTRONIC/ACH CREDIT GLOBAL PAYMENTS GLOBAL DEP [REDACTED]
	09/26	5,395.08		ELECTRONIC/ACH CREDIT GLOBAL PAYMENTS GLOBAL DEP [REDACTED]
	09/30	57.71		ELECTRONIC/ACH CREDIT GLOBAL PAYMENTS GLOBAL DEP [REDACTED]
Deposits/Credits: 23				Total Items Deposited: 0

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description
	09/02	4.69		CHECK CARD PURCHASE PANERA BREAD #892 JACKSONVILLE FL TR DATE 08/28
	09/02	25.29		CHECK CARD PURCHASE YAK & YETI RESTAURANT LAKE BUENA VIFL TR DATE 08/31
	09/02	31.64		CHECK CARD PURCHASE GRASSHOPPER GROUP, LLC NEEDHAM MA TR DATE 08/29
	09/02	51.85		CHECK CARD PURCHASE CHILI'S ALTAMONTE ALTAMONTE SPRFL TR DATE 08/31
	09/02	65.54		CHECK CARD PURCHASE WAYFAIR*WAYFAIR 877-9293247 MA TR DATE 08/28
	09/02	76.49		CHECK CARD PURCHASE YAK & YETI RESTAURANT LAKE BUENA VIFL TR DATE 08/31
	09/02	131.72		CHECK CARD PURCHASE ULINE *SHIP SUPPLIES 800-295-5510 IL TR DATE 08/29
	09/02	163.17		CHECK CARD PURCHASE OUTBACK CRAB SHACK SAINT AUGUSTIFL TR DATE 08/29
	09/02	210.71		CHECK CARD PURCHASE ALCATRAZ MEDIA [REDACTED] GA TR DATE 08/29
	09/02	169.11		POINT OF SALE DEBIT TARGET T1497 ORANGE PARK FL TR DATE 09/01
	09/03	469.77		ELECTRONIC/ACH DEBIT GLOBAL PAYMENTS GLOBAL STL [REDACTED] TR DATE 08/31
	09/03	15.00		CHECK CARD PURCHASE GARDEN GATE LAKE BUENA VIFL TR DATE 09/01
	09/03	75.67		CHECK CARD PURCHASE SUSHIYA LLC FLEMING ISLAND FL TR DATE 09/01
	09/03	98.04		CHECK CARD PURCHASE DIS*WDW PASS PAYMENT 888-701-4100 CA TR DATE 08/31
	09/03	111.38		CHECK CARD PURCHASE RESIDENCE INNS SEAWORL ORLANDO FL TR DATE 09/03
	09/03	97.13		POINT OF SALE DEBIT TARGET T1497 ORANGE PARK FL [REDACTED]
	09/05	40.12		ELECTRONIC/ACH DEBIT AMERICAN EXPRESS [REDACTED] TR DATE 09/05
	09/05	65.26		POINT OF SALE DEBIT KANGAROO EXPRE ORANGE PARK FL [REDACTED] TR DATE 09/04
	09/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC TR DATE 09/04
	09/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC TR DATE 09/04
	09/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC TR DATE 09/04
	09/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC TR DATE 09/04
	09/08	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC TR DATE 09/05
	09/08	114.30		CHECK CARD PURCHASE CANTINA LAREDO 191 JACKSONVILLE FL TR DATE 09/07
	09/09	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611 WASHINGTON DC

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# EXHIBIT 6

SUNTRUST BANK  
PO BOX 305183  
NASHVILLE TN 37230-5183

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06/30/2014

## Account Statement

# SUNTRUST

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description	TR DATE 06/09 MIDDLEBURG FL
	06/10	24.58		POINT OF SALE DEBIT Wal-Mart Super Center	
	06/11	38.00		OVERDRAFT ITEM FEE	TR DATE 06/09 WASHINGTON DC
	06/11	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	
	06/12	38.00		OVERDRAFT ITEM FEE	TR DATE 06/09 ORANGE PARK FL
	06/12	5.76		CHECK CARD PURCHASE MCDONALD'S F15154	TR DATE 06/11 ORANGE PARK FL
	06/13	25.87		CHECK CARD PURCHASE NICOLE'S ON THE RIVER	TR DATE 06/12 866-733-2693 IL
	06/16	2.57		CHECK CARD PURCHASE REDBOX *DVD RENTAL	TR DATE 06/12 866-733-2693 IL
	06/16	5.14		CHECK CARD PURCHASE REDBOX *DVD RENTAL	TR DATE 06/13 WASHINGTON DC
	06/16	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/13 WASHINGTON DC
	06/16	12.45		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/11 JACKSONVILLE FL
	06/16	17.07		CHECK CARD PURCHASE CHICK-FIL-A #02088	TR DATE 06/13 ORANGE PARK FL
	06/17	60.01		CHECK CARD PURCHASE GATE 1198 Q80	TR DATE 06/14 800-347-3288 CA
	06/17	200.07		CHECK CARD PURCHASE DTV*DIRECTV SERVICE	TR DATE 06/19 08884447335 FL
	06/23	136.10		CHECK CARD PURCHASE DIRECT AUTO INSURANCE	TR DATE 06/25 MIDDLEBURG FL
	06/25	49.09		POINT OF SALE DEBIT Wal-Mart Super Center	TR DATE 06/25 JACKSONVILLE FL
	06/27	4.69		CHECK CARD PURCHASE PANERA BREAD #892	TR DATE 06/24 PAWLEYS ISLAND SC
	06/27	21.17		CHECK CARD PURCHASE PASTARIA 811	TR DATE 06/24 GEORGETOWN SC
	06/27	59.55		CHECK CARD PURCHASE WILCO 801 00009019	TR DATE 06/26 WASHINGTON DC
	06/30	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/26 WASHINGTON DC
	06/30	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/26 WASHINGTON DC
	06/30	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/26 WASHINGTON DC
	06/30	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	TR DATE 06/26 WASHINGTON DC
	06/30	12.00		MAINTENANCE FEE	

Withdrawals/Debits: 54

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	06/01	166.96	166.96	06/16	363.33	363.33
	06/02	360.61	360.61	06/17	103.25	103.25
	06/03	274.59	274.59	06/19	192.96	192.96
	06/04	273.04	273.04	06/20	216.91	216.91
	06/05	150.04	150.04	06/23	80.81	80.81
	06/06	104.63	104.63	06/24	126.04	126.04
	06/09	94.39	94.39	06/25	122.18	122.18
	06/10	24.59	24.59	06/26	146.13	146.13
	06/11	19.11	19.11	06/27	60.72	60.72
	06/12	62.87	62.87	06/30	14.72	14.72
	06/13	231.26	231.26			

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# EXHIBIT 7

SUNTRUST BANK  
PO BOX 305183  
NASHVILLE, TN 37230-5183

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05/31/2014

## Account Statement

**SUNTRUST**

MEALSPEC, LLC  
2199 BLUE HERON COVE DR  
FLEMING ISLAND, FL 32003

Questions? Please call  
1-800-786-8787

A SUNTRUST ACCESS 2 EQUITY LINE OF CREDIT IS A SMART, FLEXIBLE AND AFFORDABLE WAY TO USE YOUR HOME'S EQUITY TO PAY FOR THE IMPORTANT THINGS IN YOUR LIFE, AND NOW YOU CAN TAKE ADVANTAGE OF OUR NEW SPECIAL LOW RATES. CALL 877.501.5555, VISIT SUNTRUST.COM/EQUITYLINE, OR STOP BY A LOCAL SUNTRUST BRANCH TO APPLY.

Account Summary	Account Type	Account Number	Statement Period
	PRIMARY BUSINESS CHECKING		05/01/2014 - 05/31/2014
	Description	Amount	Amount
	Beginning Balance	\$46.16	\$93
	Deposits/Credits	\$627.78	\$93
	Checks	\$0.00	31
	Withdrawals/Debits	\$508.96	
	Ending Balance	\$166.96	
Deposits/ Credits	Date	Amount	Serial #
	05/16	200.00	
	05/01	23.95	
	05/06	23.95	
	05/06	46.23	
	05/07	23.95	
	05/15	23.76	
	05/19	80.00	
	05/21	45.23	
	05/30	161.69	
Deposits/Credits: 9		Total Items Deposited: 0	
Withdrawals/ Debits	Date	Amount	Serial #
	05/01	11.30	
	05/01	31.73	
	05/02	76.00	
	05/02	38.00	
	05/02	5.70	
	05/02	5.70	
	05/05	38.00	
	05/08	38.00	
	05/14	38.00	

DESCRIPTION

CHECK CARD PURCHASE  
USPS.COM CLICK66100611  
WASHINGTON DC TR DATE 04/29

CHECK CARD PURCHASE  
GRASSHOPPER GROUP, LLC  
NEEDHAM MA TR DATE 04/29

OVERDRAFT ITEM FEE  
RETURNED ITEM FEE  
WASHINGTON DC TR DATE 04/30

CHECK CARD PURCHASE  
USPS.COM CLICK66100611  
WASHINGTON DC TR DATE 04/30

CHECK CARD PURCHASE  
USPS.COM CLICK66100611  
WASHINGTON DC

RETURNED ITEM FEE  
RETURNED ITEM FEE  
RETURNED ITEM FEE

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Member FDIC

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SUNTRUST BANK  
PO BOX 305183  
NASHVILLE TN 37230-5183

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10/31/2014

# Account Statement

# SUNTRUST

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description	TR DATE
	10/01	31.84		CHECK CARD PURCHASE GRASSHOPPER GROUP, LLC	MA TR DATE 09/29
	10/01	51.28		CHECK CARD PURCHASE HURRICANE GRILL	FL TR DATE 09/29
	10/01	65.03		CHECK CARD PURCHASE COLUMBIA HARBOR HOU	FL TR DATE 09/28
	10/01	55.90		CHECK CARD PURCHASE SUNOCO 0041801201	FL TR DATE 09/28
	10/01	317.04		CHECK CARD PURCHASE FLORIDAYS RESORTS MANA	FL
	10/02	371.17		ELECTRONIC/ACH DEBIT GLOBAL PAYMENTS GLOBAL STL	FL TR DATE 09/30
	10/02	19.00		CHECK CARD PURCHASE JACKSONVILLE JAGUARS	904-633-6000 FL TR DATE 09/30
	10/02	38.00		CHECK CARD PURCHASE JACKSONVILLE JAGUARS	904-633-6000 FL TR DATE 09/30
	10/02	499.00		CHECK CARD PURCHASE GSA-CMS	8004089002 FL TR DATE 10/01
	10/03	38.31		CHECK CARD PURCHASE OCHARLEYS369FLMISND	ORANGE PARK FL
	10/06	1.04		ELECTRONIC/ACH DEBIT AMERICAN EXPRESS 1093969871	1093969871 TR DATE 10/01
	10/06	12.50		CHECK CARD PURCHASE SOUTHWES 5260653492009	800-435-9792 TX TR DATE 10/01
	10/06	12.50		CHECK CARD PURCHASE SOUTHWES 5260653492008	800-435-9792 TX TR DATE 10/02
	10/06	14.59		CHECK CARD PURCHASE WAKAMEI SUITE 108	ST JOHNS FL TR DATE 10/02
	10/06	39.81		CHECK CARD PURCHASE RUBY TUESDAY #4458	ORANGE PARK FL TR DATE 10/01
	10/06	312.20		CHECK CARD PURCHASE SOUTHWES 5262450227986	800-435-9792 TX TR DATE 10/04
	10/06	62.51		POINT OF SALE DEBIT KANGAROO EXP 6296	ORANGE PARK FL TR DATE 10/04
	10/07	36.30		CHECK CARD PURCHASE CHILI'S MANDARIN	JACKSONVILLE FL TR DATE 10/06
	10/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	5.70		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/08	11.30		CHECK CARD PURCHASE USPS.COM CLICK66100611	WASHINGTON DC TR DATE 10/06
	10/09	24.09		CHECK CARD PURCHASE RUBY TUESDAY #4458	ORANGE PARK FL TR DATE 10/07
	10/09	56.78		CHECK CARD PURCHASE RUBY TUESDAY #4458	ORANGE PARK FL
	10/10	19.95		ELECTRONIC/ACH DEBIT SUNTRUST MERCHANT	FL TR DATE 10/09
	10/14	7.44		CHECK CARD PURCHASE DUNKIN #346314 Q35	JACKSONVILLE FL TR DATE 10/12
	10/14	45.90		POINT OF SALE DEBIT PETRO OCALA	FL TR DATE 10/10
	10/14	62.28		POINT OF SALE DEBIT SHELL Service	ORANGE PARK FL

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Member FDIC

54075



# Virtual Terminal Deposits - Closed Batches

Generated By: davehusekton

Account: MEALSPEC LLC  
Date/Time: 2015-04-15 14:41:26 -0400

Date

20150301 to 20150414

Merchant MEALSPEC LLC



Terminal	Card	Transaction	Quantity	Currency	Amount
MEALSPEC LLC (2015/03/01 00:00:00 - 2015/04/14 23:59:59)					
	Tagged Refund	22	USD	(1,854.05)	
	MASTERCARD Total	22	USD	(1,854.05)	
	Purchase	1	USD	35.95	
	Tagged Refund	25	USD	(2,079.57)	
	VISA Total	26	USD	(2,043.62)	
	Terminal Total	48	USD	(3,897.67)	

EXHIBIT 9



14455 North Hayden Road  
Suite 219  
Scottsdale, AZ 85260  
(480) 505-8877

## RECEIPT

Date: 0/28/2012  
17:04 PM MST  
Receipt #: 407304040  
Customer #: 10348692

Bill To:  
  
Christian Rishol  
2375 Walenhill Drive  
Orlando Park, FL, 32073  
8047733210

Payment Information:  
  
Christian Rishol  
MASTERCARD #####1034  
PAID: \$233.85

Item	List Price	Purchase Price	ICANN Fee	Discount	Total Price
.ORG Bulk Domain Name Registration (6-20) (recurring) Term: 1 Name: MEALSPEC.ORG Item number: 884-1 Quantity: 1	\$10.00	\$8.00	\$0.18	-	\$7.17
.NET Bulk Domain Name Registration (6-20) (recurring) Term: 1 Name: MEALSPEC.NET Item number: 878-1 Quantity: 1	\$10.00	\$8.00	\$0.18	-	\$10.17
.COM Bulk Domain Name Registration (6-20) (recurring) Term: 1 Name: MEALSPEC.COM Item number: 886-1 Quantity: 1	\$11.00	\$10.00	\$0.18	\$1.00	\$10.17
.INFO Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 Name: CHRISTIANRISHOL.INFO Item number: 70001-1 Quantity: 1	\$19.00	\$18.00	\$0.36	-	\$19.34
.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 year(s) Name: CHRISTIANLINKS.COM Item number: 70041-1 Quantity: 1	\$23.00	\$23.00	\$0.36	-	\$24.34
.INFO Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 Name: STARMOLECULE.INFO Item number: 70081-1 Quantity: 1	\$19.00	\$18.00	\$0.36	-	\$19.34
.US Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 Name: STARMOLECULE.US Item number: 70241-1 Quantity: 1	\$19.00	\$19.00	-	-	\$19.00
.BIZ Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 Name: STARMOLECULE.BIZ Item number: 70001-1 Quantity: 1	\$19.00	\$19.00	\$0.36	-	\$20.34
.NET Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 year(s) Name: STARMOLECULE.NET Item number: 70101-1 Quantity: 1	\$21.00	\$21.00	\$0.36	-	\$22.34
.MOBI Bulk Domain Name Renewal (6-20) - 2 years (recurring) Term: 2 year(s) Name: STARMOLECULE.MOBI Item number: 60851-1 Quantity: 1	\$35.00	\$29.00	\$0.36	-	\$30.34

Item	List Price	Purchase Price	ICANN Fee	Discount	Total Price
.WS Bulk Domain Name Renewal (5-20) - 2 years (recurring) Term: 2 Name: STARMOLECULE.WS Item number: 70781-1 Quantity: 1	\$27.00	\$27.00			\$27.00
.ORG Bulk Domain Name Renewal (5-20) - 2 years (recurring) Term: 2 year(s) Name: STARMOLECULE.ORG Item number: 70201-1 Quantity: 1	\$21.00	\$21.00	\$0.30		\$22.30

Subtotal:	\$233.85
Shipping:	-
Tax:	-
Total:	\$233.85



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 10, 2014

CHRISTIAN RISHEL  
2375 WATERMILL DRIVE  
ORANGE PARK, FL 32073

The mark registration for MEALSPEC was filed on April 10, 2014, and assigned document number T14000000355. Please refer to this number whenever corresponding with this office. Please note if the address of the owner changes, it is the responsibility of the owner to notify this office in writing of such change.

It should be noted that registration of a mark by the Florida Department of State is a ministerial act intended solely to provide public notice of the registrant's ownership rights. The right of ownership of any mark is based on the use of a mark in the ordinary course of trade and is not based on a grant by the Florida Department of State. Further, it is the responsibility of the owners of an existing mark, not the Florida Department of State, to defend it in cases of infringement.

Please be aware if the owner's address changes, it is the responsibility of the owner to notify this office. To facilitate processing, please refer to the trademark's registration number on your change of address notice.

Enclosed please find your certification.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Trademark Section.


Nanette Causseaux  
Regulatory Specialist II Supervisor  
Division of Corporations

Letter number: 814A00007787

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

# State of Florida



Department of State

I certify from the records of this office that CHRISTIAN RISHEL, located at 2375 WATERMILL DRIVE, ORANGE PARK, FL 32073 has registered MEALSPEC to be used as a mark under class(es) 0011. Said mark was first used anywhere May 16, 2013 and was first used in Florida May 16, 2013.

I further certify this mark is being used in connection with the following goods and/or services: PLASTIC BAG WITH CHEMICAL COMPONENTS WHEN WATER IS ADDED IT HEATS TO 220 DEGREES AND WARMS FOOD.

I further certify that said mark was registered in this office on April 10, 2014 and its date of expiration is April 10, 2019.

The number of this mark is T14000000355.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Tenth day of April, 2014



CR2EO22 (1-11)

*Ken Detzner*  
Ken Detzner  
Secretary of State

# MEALSPEC

## Handless Cooking Bar / Cold or Hot Hand Cooking

1

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

2

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

3

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

4

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

When the handless bar is used, the handless bar is used to hold the handless bar in the handless bar.

# ARCADIER & ASSOCIATES

Maurice Arcadier, Esq. MBA\*

Ashley Severance, Esq. of Counsel

Fernando M. Palacios, Esq. of Counsel

Florida's Legal Team  
AV Rated

Stephen Biggie, Esq.

Joseph C. Wood, Esq.

Eve Travis, Esq. of Counsel

March 12, 2015

Sent via Certified and Regular U.S. Mail

David Huselton  
2199 Blue Heron Cove Drive  
Fleming Island, FL 32006

Re: Dissolution of MEALSPEC, LLC

Dear Mr. Huselton:

The law firm of Arcadier & Associates, P.A. has been retained to represent the legal interests of Mr. Christian Lee Rishel. Please ensure that any comments or communications are directed to the undersigned. Be advised, Mr. Rishel seeks to dissolve MEALSPEC, LLC, a Florida Limited Liability Company, pursuant to Florida Statute §608.411(1). As a member of MEALSPEC, LLC Mr. Rishel requests that you agree to the voluntary dissolution of the company. If you do not agree to cooperate in the voluntary dissolution, Mr. Rishel will have no choice but to seek relief by way of judicial intervention. Mr. Rishel is adamant that the company of MEALSPEC, LLC cannot continue under its current management structure, in part, due to clear improprieties of withdrawing company funds for your independent unilateral benefit.

As a result, you are hereby formally noticed that you are to cease and desist in infringing the intellectual rights of Mr. Rishel including trademarks, customer lists, manufacturer proprietary information, etc. Moreover, until the operational issues of MEALSPEC are resolved, you are hereby instructed to cease and desists any use of the MEALSPEC name in any form or fashion, including, but not limited to, communications with the manufacturer in China, the MEALSPEC customer base, any marketing companies, and any other third party. Furthermore, you are hereby instructed to close down any bank account and/or credit facility. Any unauthorized transactions taken on behalf of MEALSPEC may subject you to personal liability and will be addressed with the courts where we would petition the Court to appoint a receiver.

That being said, dissolution of the company should be a very basic process, in particular, because MEALSPEC, LLC does not have any significant assets, as all assets, including web site, phone numbers, trademarks, sign marks, domain names are owned individually by Mr. Rishel. The

Main Office • Executive West Building • 2815 W. New Haven, # 304, Melbourne, FL 32904 • MelbourneLegalTeam.com  
Orlando Exec. Law Office • 7380 West Sand Lake Road, # 500, Orlando, Florida 32819 • AttorneysofOrlando.com  
Boca Raton Law Office • Mizner Park • 433 Plaza Real, # 275, Boca Raton, FL 33432 • BocaRatonLegalTeam.com  
Tel: 1 (800) 411-4023 • Fax: 1 (321) 953-6075 • Email: office@wamalaw.com

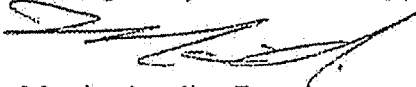


more pertinent issue is the use or ownership of the patent, which, as a matter of law, is jointly owned by you and Mr. Rishel 50-50, joint and severally.

Without a resolution, you and Mr. Rishel are each entitled to use the patent for each of your independent endeavors. This means that you are free to market the product and profit from your own sales as you deem fit. Likewise, Mr. Rishel is entitled to use the patent under his brand name, MEALSPEC. Should you not wish to continue in this line of business, Mr. Rishel would consider paying you a royalty for each product sold, provided he maintained exclusive rights of use. If an agreement cannot be reached due to your unreasonableness, then, because the patent is owned 50/50, joint and severally, Mr. Rishel would go ahead and use the patent as he deems fit.

While I anticipate your cooperation in this matter, I will advise Mr. Rishel to take all appropriate actions to protect his personal interest and those of MEALSPEC, LLC if an amicable resolution is not reached by March 23, 2015.

Please govern yourself accordingly.



Maurice Arcadier, Esq.





Trademark Electronic Search System (TESS)

Description of  
Mark

The mark consists of The word "MEALSPEC" with a small star forming the space in the letter "A".

Type of Mark

TRADEMARK

Register

PRINCIPAL

Live/Dead  
Indicator

LIVE

TESS HOME NEW USER STRUCTURED FREE FORM SEARCH OG TGI HELP FILE MARK CURR LIST FIRST DOC PREV DOC LAST DOC

HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

EXHIBIT 14

PAGE 1 of 2

From: GoDaddy [mailto:donotreply@godaddy.com]  
Sent: Monday, March 30, 2015 9:45 PM  
To: rishel@comcast.net  
Subject: Christian: Please review your cancellation

24/7 Support: (480) 505-8877  
My Account

## Item cancellation confirmation

Dear Christian Rishel,

This notice is to inform you that the items listed below have been deleted from your 10348692 account:

Private Registration Services: MEALSPEC.COM

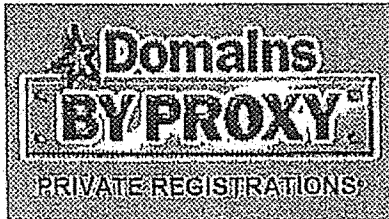
If you feel this action has occurred in error or you need further assistance:

- Visit: [GoDaddy Support](#)
- Phone: (480) 505-8877

Thanks again for being a GoDaddy customer.

Sincerely,  
GoDaddy

From: Domains By Proxy [mailto:domaindisputes@domainsbyproxy.com]  
Sent: Monday, March 30, 2015 3:47 PM  
To: rishel@comcast.net  
Subject: Update [Incident ID: 25504044] - MEALSPEC.COM :: 665745



#### Discussion Notes

##### Support Staff Response

Dear Christian Rishel,

We have been notified by your registrar that your domain name, MEALSPEC.COM is or will be the subject of a lawsuit. Therefore, we canceled your privacy service per the Domain Name Proxy Agreement, to which you agreed at the time you purchased our service:

[https://www.domainsbyproxy.com/policy/ShowDoc.aspx?pageid=domain\\_nameproxy](https://www.domainsbyproxy.com/policy/ShowDoc.aspx?pageid=domain_nameproxy).

This means your contact information is now available in the public WHOIS database.

Domains By Proxy is not able to act on your behalf in this matter. Please be aware that if subpoenaed, DBP will provide all requested information within reason and will charge an administrative fee for the document production. Please direct any questions to your registrar at [domaindisputes@godaddy.com](mailto:domaindisputes@godaddy.com).

If you need further assistance with this matter, please reply to this email and reference [incident ID: 25504044].

Sincerely,  
Domains By Proxy Customer Support