

ESTTA Tracking number: **ESTTA1109408**

Filing date: **01/21/2021**

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

Proceeding	92067046
Party	Plaintiff Nationwide Mutual Insurance Company
Correspondence Address	MARTIN J MILLER PORTER WRIGHT MORRIS & ARTHUR LLP 41 SOUTH HIGH STREET SUITE 2900 COLUMBUS, OH 43215 UNITED STATES Primary Email: ipdocket@porterwright.com Secondary Email(s): trademark@nationwide.com , LINEKS@nationwide.com , amy.grayem@nationwide.com , jgerken@porterwright.com 513-369-4250
Submission	Plaintiff's Notice of Reliance
Filer's Name	Martin J. Miller
Filer's email	ipdocket@porterwright.com , mmiller@porterwright.com , jgerken@porterwright.com
Signature	/Martin J. Miller/
Date	01/21/2021
Attachments	Petitioners Third Notice of Reliance.pdf(308420 bytes) Petitioners Third Notice of Reliance - Exhibit A.pdf(1999673 bytes)

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

NATIONWIDE MUTUAL INSURANCE)	
COMPANY)	
)	
Petitioner,)	
)	Cancellation No. 92067046
v.)	Registration No. 5005305
)	
NATIONWIDE AUTO LEASE, LLC)	Mark: NATIONWIDE AUTO LEASE
)	
Registrant.)	

PETITIONER’S THIRD NOTICE OF RELIANCE

Pursuant to Sections 704.02 and 704.09 of the Trademark Trial and Appeal Board Manual of Procedure and 37 C.F.R. § 2.122(g) and 2.120(k), Petitioner Nationwide Mutual Insurance Company (“Petitioner”) hereby gives notice of its intention to rely upon portions of the 30(b) deposition of Registrant, Nationwide Auto Lease, LLC, along with the exhibits referenced in those portions of the deposition. The relevant portions of the deposition transcript are attached hereto as Exhibit A along with the referenced exhibits, numbered in accordance with the deposition transcript.

The relevancy of each portion of the deposition transcript is provided below.

Portion of transcript	Relevancy
p. 9, l. 1 – p. 12, l. 13	Identification of Deposition Exhibit 1 (Rule 30(b)(6) Notice of Deposition) – relevant to show topics about which the witness was designated to testify

Portion of transcript	Relevancy
p. 35, l. 7 – p. 41, l. 6	Identification of Deposition Exhibit 4 (Initial Disclosures of Respondent), Deposition Exhibit 5 (Petitioner’s First Request for Production of Documents), and Deposition Exhibit 6 (Registrant’s Third Response to Petitioner’s First Request for Production of Documents) – relevant to show scope of documents requested from Registrant and scope of Registrant’s document review and production
p. 86, l. 6 – p. 88, l. 14	Identification of Deposition Exhibit 14 (Registrant’s revenue and net profit on sales), nature of Registrant’s advertising, and inability to state amounts of advertising expenditures – relevant to issue of presence or absence of actual confusion, and overlapping marketing channels of Petitioner and Registrant
p. 91, l. 23 – p. 93, l. 23	Relatedness of Petitioner’s and Registrant’s services
p. 97, l. 2 – 25	Lack of distinctiveness of Registrant’s mark
p. 104, l. 15 – p. 106, l. 13	Identification of Deposition Exhibit 18 (credit application form for auto lease) and relatedness of Petitioner’s and Registrant’s services

Date: January 21, 2021

Respectfully submitted,

Nationwide Mutual Insurance Company

By: /Martin J. Miller/

Martin J. Miller
Attorney for Petitioner,
Nationwide Mutual Insurance Company

Porter Wright Morris & Arthur LLP
41 S. High St.
Columbus, OH 43215
Phone: (513) 369-4250
Email: mmiller@porterwright.com;
jgerken@porterwright.com;
ipdocket@porterwright.com

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing PETITIONER'S THIRD NOTICE OF RELIANCE has been served on January 21, 2021 to counsel for Registrant, Mitchell P. Novick, by forwarding said copy via email to Registrant at the following:

Mitchell P. Novick
Law Offices of Mitchell P. Novick
623 Eagle Rock Ave., Suite 407
West Orange, NJ 07052
Email: mnovick@mitchellnovick.com, nhyman@mitchellnovick.com

By: /Martin J. Miller/

Martin J. Miller
Porter Wright Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215
(513) 369-4250
Email: mmiller@porterwright.com

14150903v1

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

EXHIBIT A

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

3 * * *

4 NATIONWIDE MUTUAL
5 INSURANCE COMPANY,

6 Petitioner, Cancellation No. 92067046

7 vs. Registration No. 5005305

8 Mark: NATIONWIDE AUTO LEASE

9 NATIONWIDE AUTO LEASE,
10 LLC,

11 Registrant.

12
13 * * *

14
15 Videoconferenced deposition of ELIYAHU
16 SHMALO, Witness herein, called by the Petitioner
17 for cross-examination pursuant to the Rules of
18 Civil Procedure, taken before me, April L.
19 Crites, RPR, RMR, CRR, a Notary Public in and for
20 the State of Ohio, at 616 NE 195th Street, Miami,
21 Florida, 33179, on Wednesday, October 14, 2020, at
22 11:06 a.m.

23 * * *

24
25 Job No. CS4291515

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES:

On behalf of the Petitioner:

Porter Wright Morris & Arthur, LLP
By: Martin J. Miller, Esquire (Via Zoom)
250 East Fifth Street
Suite 2200
Cincinnati, Ohio 45202
513-369-4250
mmiller@porterwright.com

On behalf of the Registrant:

Law Offices of Mitchell P. Novick
By: Mitchell P. Novick, Esquire (Via Zoom)
623 Eagle Rock Avenue
Suite 407
West Orange, New Jersey 07052
973-744-5150
mnovick@mitchellnovick.com

Also Present:

Noor E. Bahhur (Via Zoom)
* * *

1 ELIYAHU SHMALO

2 of lawful age, Witness herein, having been first
3 duly cautioned and sworn, as hereinafter
4 certified, was examined and said as follows:

5 MR. MILLER: Just so the record is
6 clear, I think it would be helpful if we just
7 agree on the record that the deposition is being
8 conducted in accordance with the Florida Supreme
9 Court Administrative Order, AOSC20-23.

10 MR. NOVICK: Correct. We agree.

11 MR. MILLER: Okay.

12 CROSS-EXAMINATION

13 BY MR. MILLER:

14 Q. Mr. Shmalo, can you pronounce your
15 name so I hopefully won't mess it up too much?

16 A. My name is Eliyahu. You can call
17 me Elie for short.

18 Q. And your last name?

19 A. Shmalo.

20 Q. And could you spell your first and
21 last name?

22 A. E-L-I-Y-A-H-U. Last name is
23 Shmalo, S-H-M-A-L-O.

24 Q. And are you physically located in
25 Florida currently?

1 A. Yes, sir.

2 Q. Is there anyone else present with
3 you?

4 A. No, sir.

5 Q. Okay. Mr. Shmalo, my name is
6 Martin Miller. I represent Nationwide Mutual
7 Insurance Company in this matter.

8 Ms. Noor Bahhur is also joining in
9 on the deposition from our Columbus office.
10 However, she won't be asking any questions.

11 Mr. Novick, I will say, is also
12 present. I assume he is representing you and
13 Nationwide Auto Lease, LLC.

14 And obviously the court reporter,
15 who is also taking down your answers to the
16 deposition.

17 Have you ever testified in court
18 before?

19 A. No, sir.

20 Q. As Mr. Novick informed you, I will
21 be asking you a series of questions, and I only
22 ask that you wait until the question is
23 complete, and then state your answer verbally,
24 rather than nodding yes or shaking your head no
25 so that your answers can be adequately

1 recorded.

2 Now, the first exhibit I'd like to
3 share with you is Exhibit 1.

4 (Thereupon, Petitioner's Exhibit 1,
5 First Amended Rule 30(b)(6) Notice of Deposition
6 To Registrant Nationwide Auto Lease, LLC, was
7 marked for purposes of identification.)

8 BY MR. MILLER:

9 Q. And hopefully by the end, I will
10 have this down pat. There we go.

11 Exhibit 1 is the First Amended
12 Rule 30(b)(6) Notice of Deposition To
13 Registrant Nationwide Auto Lease, LLC.

14 Mr. Shmalo, do you recognize this
15 document?

16 A. Yes, sir.

17 Q. And you understand you've been
18 designated to provide testimony on behalf of
19 Nationwide Auto Lease?

20 A. Yes, sir.

21 Q. Now, I'm scrolling through the
22 document which -- do you have a hard copy of
23 the document there?

24 A. No.

25 Q. Okay. I'm scrolling to page 4,

1 where it says Matters For Examination, and
2 there are a number of topics listed.

3 Have you seen these topics before?

4 A. I went over them with my attorney,
5 yes, sir.

6 Q. And there are 19 topics listed.

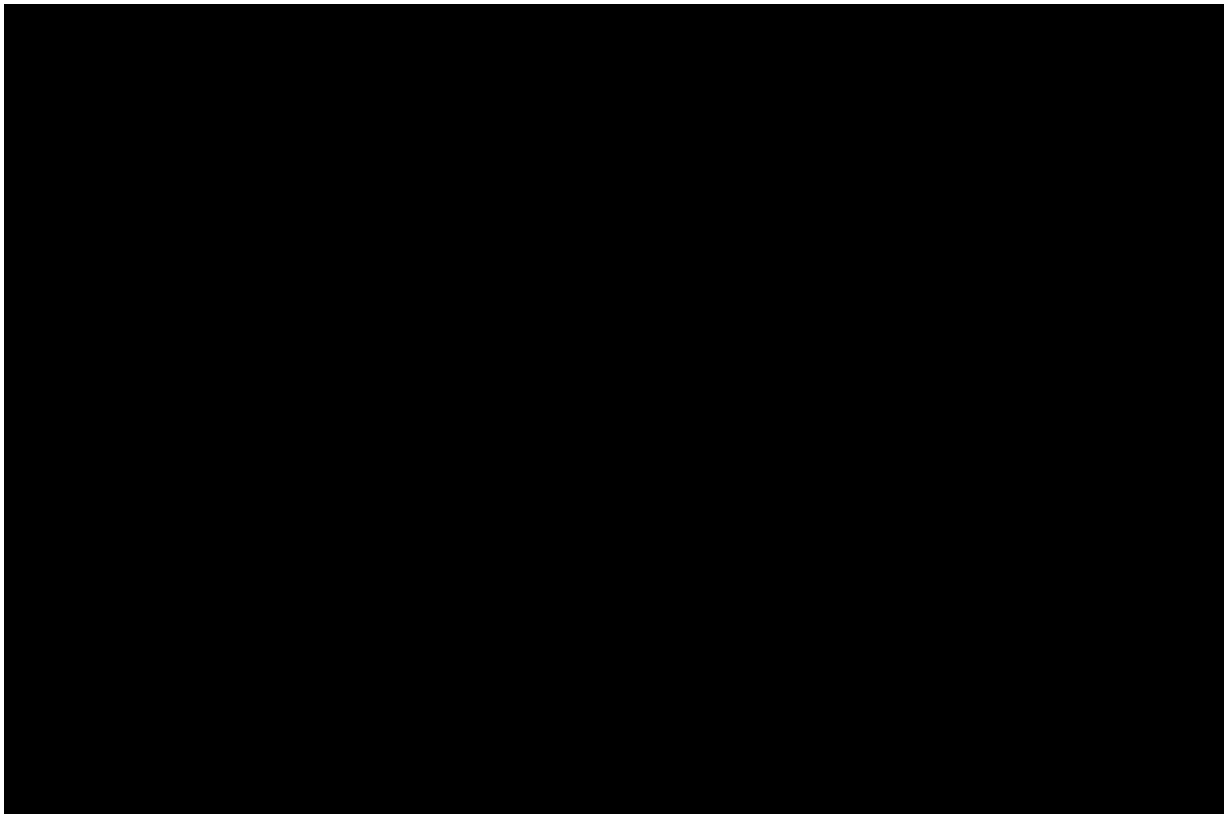
7 Are you prepared to testify on
8 all 19 of these topics on behalf of Nationwide
9 Auto Lease?

10 A. We'll see as we go.

11 Q. Okay. Have you prepared, then,
12 for testimony on these topics?

13 A. I'm prepared as I -- as I will be.

14
15
16
17
18
19
20
21
22
23
24
25



1

2

3

4

5

6

7 Q. Okay. Now I'd like to show you
8 what will be Exhibit 4.

9 (Thereupon, Petitioner's Exhibit 4,
10 Initial Disclosures of Respondent, was marked for
11 purposes of identification.)

12 BY MR. MILLER:

13 Q. Initial Disclosures of Respondent.
14 Now, are you familiar with this
15 document?

16 A. Sure.

17 Q. And this identifies initial -- the
18 initial disclosure of certain information
19 regarding Nationwide Auto Lease and its
20 information and evidence for the cancellation
21 proceeding. Does that -- is that correct?

22 A. Correct.

23 Q. Do you recall if you participated
24 in the preparation of this document?

25 A. Yes, sir.

1 Q. And in item 1, identification of
2 individuals likely to have discoverable
3 information, it lists your name as a member; is
4 that correct?

5 A. Yes, sir.

6 Q. And then beneath there, it
7 identifies certain information that you have
8 relevant to the cancellation proceeding; is
9 that correct?

10 A. Correct.

11 Q. Okay. I'll come back to that one
12 later.

13 Now, I've pulled up what will be
14 Exhibit 5.

15 (Thereupon, Petitioner's Exhibit 5,
16 Petitioner's First Request For Production of
17 Documents to Registrant, was marked for purposes
18 of identification.)

19 BY MR. MILLER:

20 Q. Petitioner's First Request For
21 Production of Documents to Registrant.

22 Do you recognize this document?

23 A. Yes, sir.

24 Q. And this document, if I scroll
25 down to page 3, it then lists what are titled

1 Requests For Production, and it has
2 24 requests.

3 Did you participate in reviewing
4 these requests; searching for documents that
5 were responsive to these requests?

6 A. Yes, sir.

7 Q. Do you recall when you searched
8 for documents that were responsive to the
9 request?

10 A. When the request was made.

11 Q. So it would have been sometime
12 around May of 2019 or shortly thereafter?

13 A. Yes, sir.

14 Q. Did anyone else participate in
15 searching or trying to identify responsive
16 documents?

17 A. Yes, sir.

18 Q. Who else participated?

19 A. My business partner, Liad.

20 Q. Anyone else?

21 A. No, sir.

22 Q. Does Nationwide Auto Lease have a
23 document-retention policy?

24 And what I mean by that, a policy
25 related to retaining copies of business

1 documents and the like?

2 A. Do we have a retention policy?

3 Q. Could you repeat that answer?

4 A. I'm not sure what you mean by --
5 by do you have a retention policy.

6 Q. Well, for example, do you have a
7 policy that, say, contracts or documents
8 relating to client transactions that you retain
9 those for a certain period of time?

10 A. Well, the documents that were --
11 it's rare that we -- we will receive specific
12 documents. If we receive specific documents,
13 we usually, you know, have a short window
14 before, you know, those documents are -- are
15 deleted.

16 Q. So then those types of documents
17 would at some point typically be deleted from
18 your electronic systems -- computers or other
19 file storage?

20 A. Correct.

21 Q. Is there a formal policy as to
22 when those are deleted or who has the authority
23 to delete those?

24 A. No, sir.

25 Q. What about documents pertaining to

1 Nationwide Auto Lease leases, transactions,
2 sales, revenue, expenditures, and things like
3 that.

4 Is there a policy to how long
5 those documents are retained?

6 A. We have -- we have those documents
7 from inception.

8 Q. So you still have copies of all
9 your documents relating to, say, advertising
10 expenditures?

11 A. Yeah, we provided you everything
12 that we had.

13 Q. Okay. So that would be everything
14 relating to advertising expenditures?

15 A. Correct.

16 Q. And same with your -- strike that
17 question.

18 Now, you said yourself and one
19 other person were involved in searching and
20 locating responsive documents.

21 What did you do to try to identify
22 those documents or find them?

23 A. What any other company would do.
24 We went through our documents and provided the
25 information that you requested.

1 Q. Did you search your e-mail
2 accounts and records?

3 A. Sure.

4 Q. Did you search through electronic
5 files that were stored somewhere?

6 A. Sure.

7 Q. And then you also looked through
8 paper files, I assume; is that correct?

9 A. Sure.

10 (Thereupon, Petitioner's Exhibit 6,
11 Registrant's Third Response to Petitioner's First
12 Request for Production of Documents to
13 Registrant, was marked for purposes of
14 identification.)

15 BY MR. MILLER:

16 Q. I've now shared Exhibit 6, which
17 is Registrant's Third Response to Petitioner's
18 First Request for Production of Documents to
19 Registrant.

20 Do you recognize this document?

21 A. Yes, sir.

22 Q. Did you participate in the
23 preparation of this document?

24 A. Yes, sir.

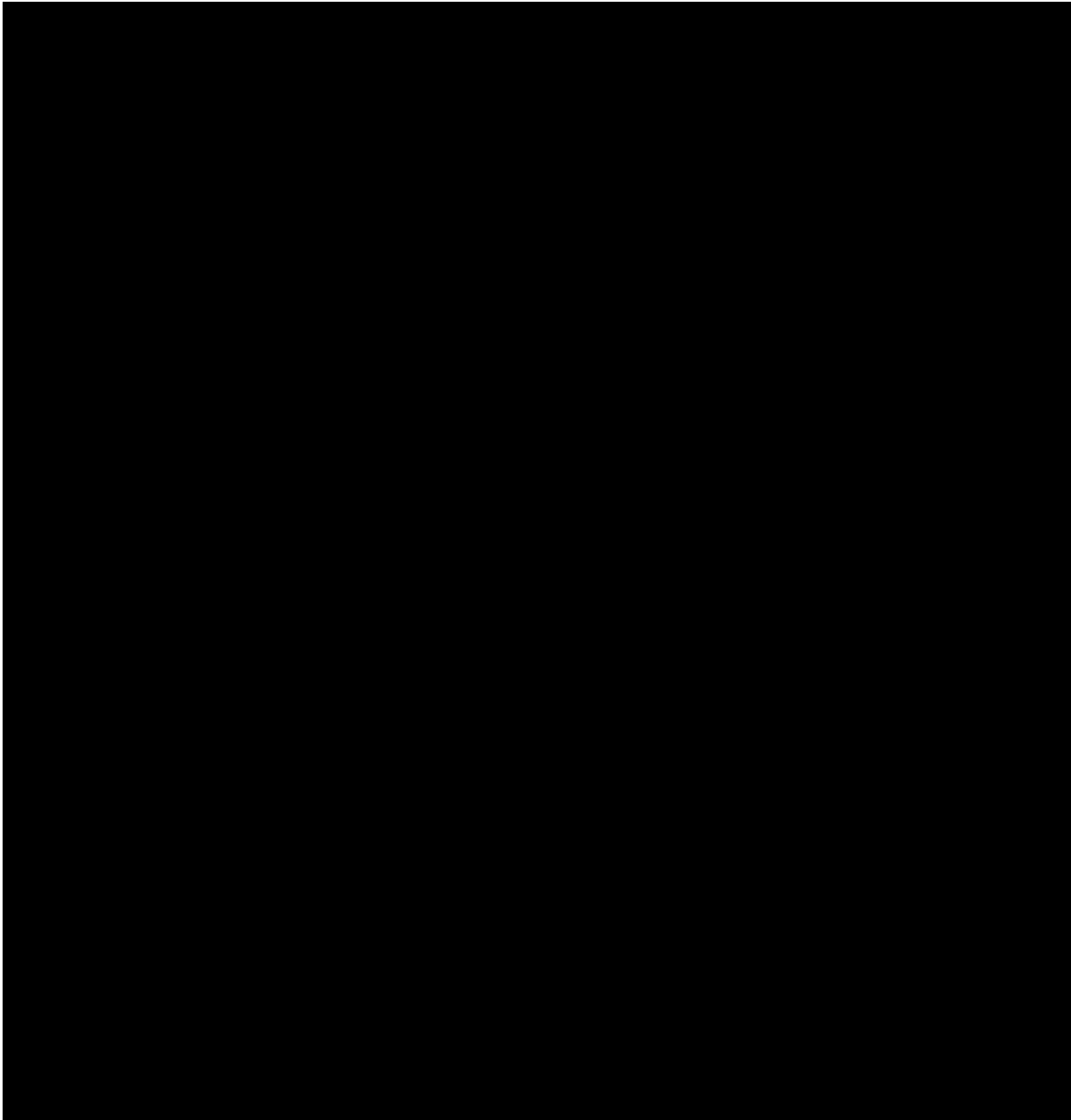
25 Q. In what way?

1 A. Spoke to my attorney. I presented
2 what's in front of you.

3 Q. I'm sorry. Could you repeat that?

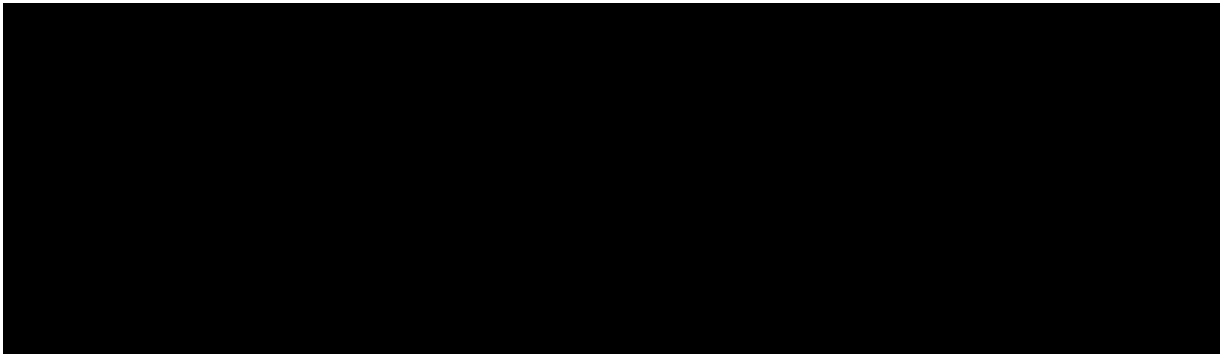
4 A. With my attorney, we presented
5 what is in front of you, sir.

6 Q. Okay.



7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



(Thereupon, Petitioner's Exhibit 14, Nationwide Auto Lease Revenue and Net Profit on Sales, 2013-2020, Page 65, was marked for purposes of identification.)

BY MR. MILLER:

Q. I opened and shared what's identified as Exhibit 14.

Is this an updated listing of your revenue and net profit through the first quarter of 2020?

A. Yes, sir.

Q. Do you know if the last figure for 2020 is -- do you know if that's the complete revenue and net profit for the first quarter?

A. You'd have to speak to my accountant.

Q. Okay. It appears -- do you think it's probably in the ballpark, at least, based on the amounts?

A. Yes, sir.

1 Q. Okay. Now, you referred
2 previously to advertising and marketing
3 expenses.

4 What do those expenses typically
5 entail?

6 I mean, what -- what -- so, for
7 example, what kind of advertising do you do?

8 A. Everything we discussed.
9 Everything I showed you that I paid for is
10 advertising.

11 Q. So is all of that advertising
12 online?

13 A. Yes, sir.

14 Q. Do you do any advertising or
15 marketing that is not online?

16 A. I'm sure we have in the past.
17 Currently, no.

18 Q. Currently you do not?
19 Do you recall when the last time
20 you did any advertising that was not online?

21 A. I'm not sure.

22 Q. Would it have been within the last
23 two years?

24 A. Yes, sir.

25 Q. And what form of offline

1 advertising did you do?

2 A. I would have to -- I'd have to
3 look. I'm not sure.

4 Q. So you can't give any examples?

5 A. No, sir.

6 Q. And then your online advertising,
7 we went through a number of different online
8 sites -- Yelp, Facebook, you know, those sorts
9 of things.

10 Are there any other online
11 advertising channels that we did not identify
12 already?

13 A. Not that -- nothing that comes to
14 recollection.

15

16

17

18

19

20

21

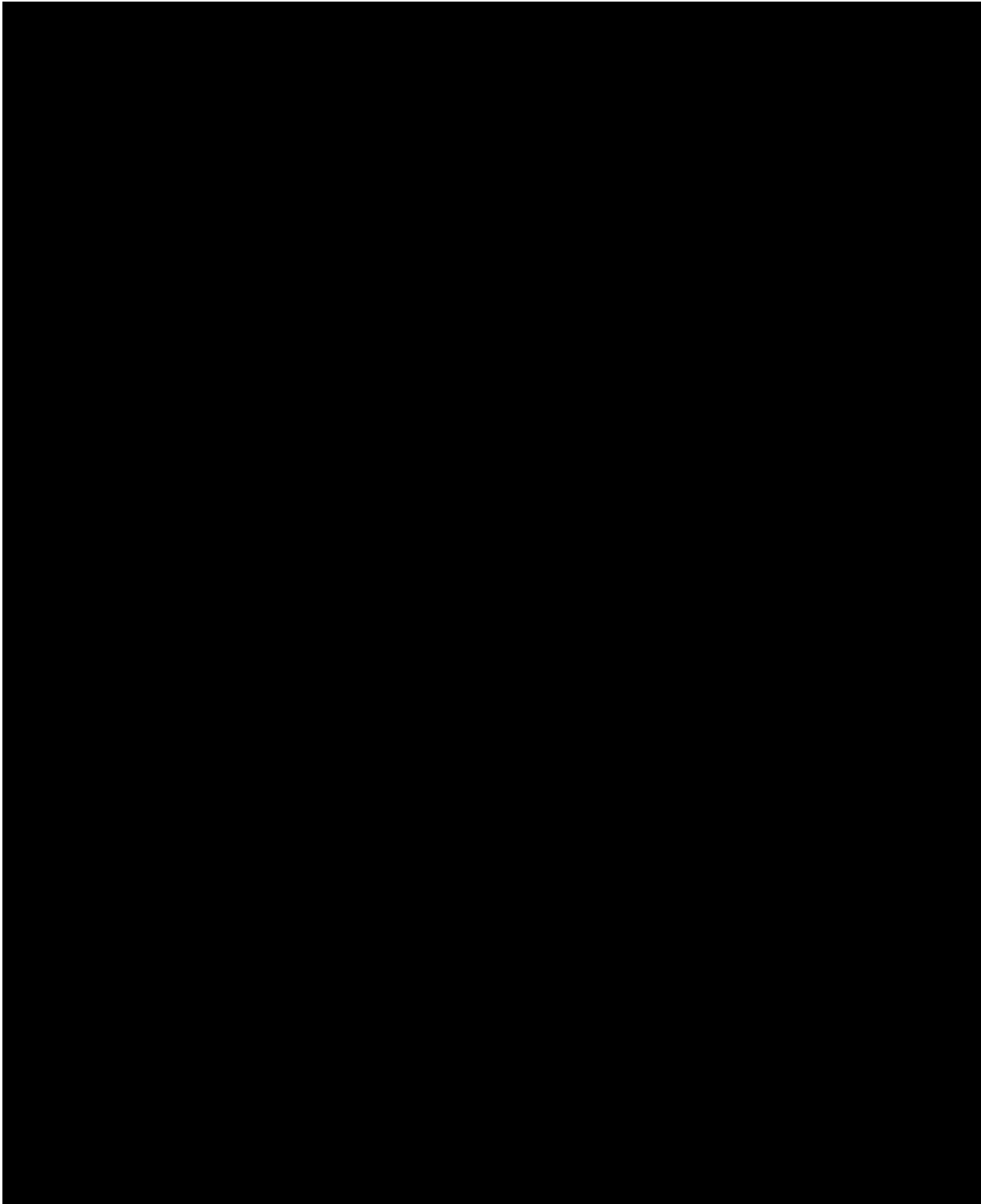
22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



23 Q. And then what about insurance,
24 particularly for clients that are leasing
25 vehicles?

1 A. I don't handle insurance.

2 Q. I'm sorry. Repeat that.

3 A. I don't work with insurance.

4 Q. You don't handle insurance?

5 A. Not at all.

6 Q. Now, for a lease, though, are the
7 clients required to have insurance in order
8 to --

9 A. A hundred percent.

10 Q. I'm sorry. Repeat that.

11 A. A hundred percent, yes, sir. They
12 have to have insurance to lease a car.

13 Q. Well, how is that handled with the
14 clients?

15 Are you completely hands-off
16 regarding that issue?

17 A. Correct.

18 Q. What's that?

19 A. Correct. Completely hands-off.

20 Q. So you don't refer clients if they
21 need insurance or anything like that?

22 A. No, sir.

23 Q. But insurance is a requirement for
24 any automobile lease; is that correct?

25 A. In the entire United States.

1 Q. Okay. So you've never had a
2 client or customer ask you about a referral for
3 car insurance?

4 A. I'm sure they have asked me, but I
5 don't handle insurance. That's something they
6 work with with their current provider.

7 Most of my clientele currently
8 have a vehicle, so whoever their provider is,
9 that's who they would contact. If they want to
10 shop insurance, that's on them. I don't refer.
11 We don't handle insurance at all, to answer
12 your question.

13 Q. So it's your testimony, then, you
14 have never referred anyone to an insurance
15 carrier or insurance agent?

16 A. Have I ever referred? I usually
17 speak to the customer. I give them the VIN
18 number, and they handle insurance on their own.

19 Q. But the question was, have you
20 ever referred a customer to anyone -- any
21 insurance company or any insurance agent?

22 A. Have I ever referred anyone to
23 insurance? Not to my -- no. No, sir.

24

25

1

2

Q. Okay. I understand.

3

4

So my question was, when you first adopted the trademark -- and what I'm referring to is really when you first started using it.

6

7

8

9

10

As your attorney I think would agree, you have trademark rights in theory from when you start using the mark, even if you don't register it perhaps. So let me rephrase the question.

11

12

13

When you first started using the name Nationwide Auto Lease, why did you adopt that name?

14

15

A. Because I lease/finance vehicles nationwide.

16

17

Q. Okay. So that was why you chose Nationwide --

18

19

20

A. Yes, sir.

Q. -- as part of your name?

A. Yes, sir.

21

22

Q. So from the very beginning, you're leasing and financing vehicles nationwide?

23

24

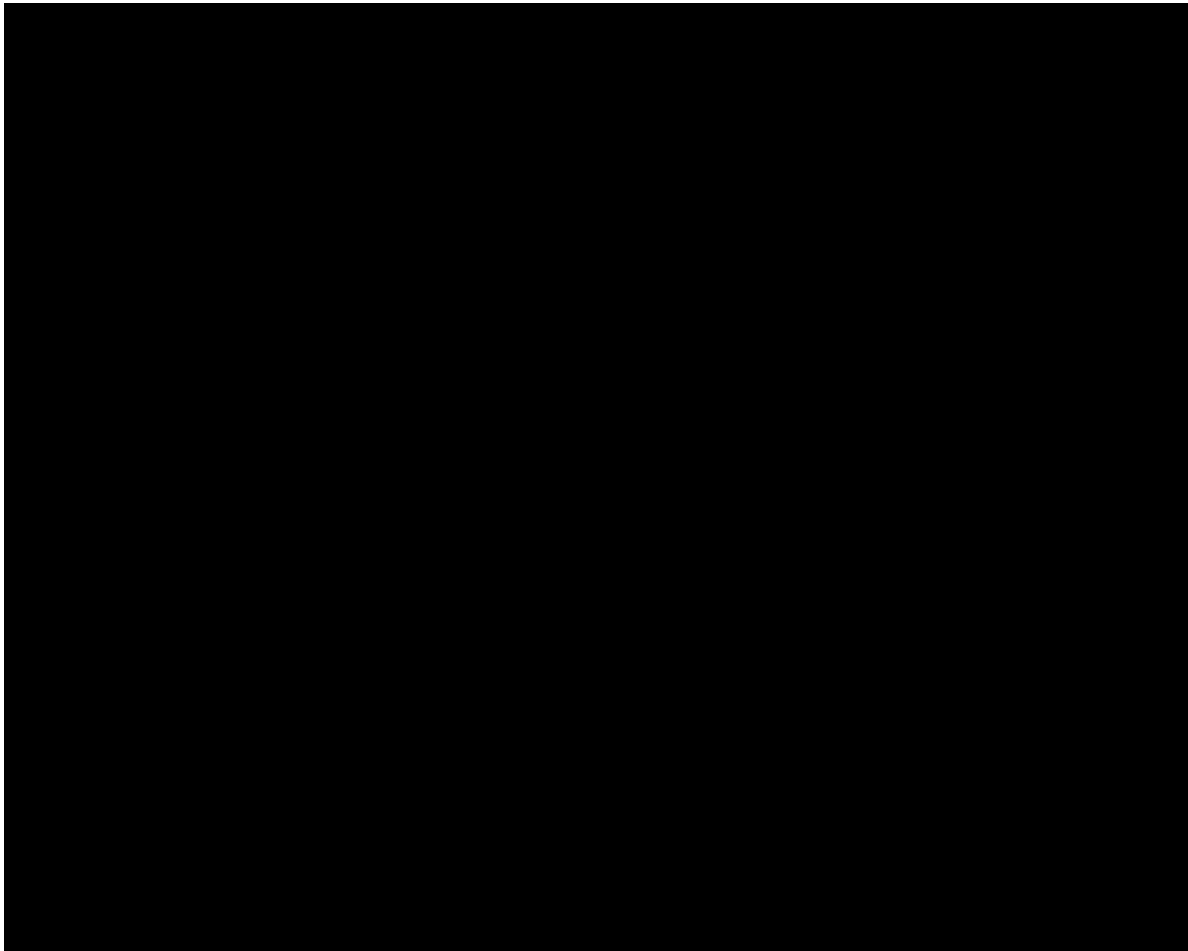
25

A. Correct.

Q. Or at least planned to?

A. Correct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



Q. I'm sharing what will be Exhibit 18.

(Thereupon, Petitioner's Exhibit 18, Automobile Purchaser/Lessee's Credit Application, Mercedes-Benz Financial Services, was marked for purposes of identification.)

BY MR. MILLER:

Q. Do you recognize Exhibit 18?
A. Yes, sir.
Q. And what is Exhibit 18?
A. Credit application from

1 Mercedes-Benz Financial Services.

2 Q. So for your customer that is
3 interested in purchasing or leasing a
4 Mercedes-Benz vehicle, is this credit
5 application something that your customer would
6 have to complete?

7 A. Either that or on the dealership's
8 website.

9 Q. Okay. Do you know, is this --
10 Exhibit 18, is this available on your website?

11 A. I'm sure it is.

12 Q. I'm going to scroll down, if I can
13 find it. I apologize. I thought I'd be able
14 to find it.

15 Okay. And this relates to Maine
16 and Tennessee residents. And you said you have
17 done business in Maine and Tennessee, or no?

18 A. I'm sure I have.

19 Q. Okay. And what this is referring
20 to -- I apologize. I'll see if I can get rid
21 of the highlighting.

22 It states that the customer must
23 have insurance -- liability insurance, correct,
24 in order to complete the lease process?

25 A. Correct.

1 Q. It also says, you may buy this
2 insurance from anyone you choose. You do not
3 have to buy it from or through someone
4 affiliated with the dealer or an assignee of
5 this contract.

6 Are you aware of whether or not
7 some automobile dealers provide insurance
8 services?

9 A. I don't believe so.

10 Q. Do you know if any of your
11 competitors either provide insurance or provide
12 referrals to insurance companies or agents?

13 A. I'm not sure.

14
15
16
17
18
19
20
21
22
23
24
25



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, I have
hereunto set my hand and seal of office at
Dayton, Ohio, on this 28th day of October,
2020.



APRIL L. CRITES, RPR, RMR, CRR
NOTARY PUBLIC, STATE OF OHIO
My commission expires 10-3-2022

1 Mitchell Novick, Esq.

2 mnovick@mitchellnovick.com

3 October 30, 2020

4 RE: Nationwide Mutual Insurance Company v. Nationwide Auto
5 10/14/2020, Eliyahu Shmalo (#4291515)

6 The above-referenced transcript is available for
7 review.

8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 erratas-cs@veritext.com

16
17 Return completed errata within 30 days from
18 receipt of testimony.

19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.

21
22 Yours,

23 Veritext Legal Solutions
24
25

1 Nationwide Mutual Insurance Company v. Nationwide Auto Lease
2 Eliyahu Shmalo (#4291515)

3 E R R A T A S H E E T

4 PAGE _____ LINE _____ CHANGE _____

5 _____

6 REASON _____

7 PAGE _____ LINE _____ CHANGE _____

8 _____

9 REASON _____

10 PAGE _____ LINE _____ CHANGE _____

11 _____

12 REASON _____

13 PAGE _____ LINE _____ CHANGE _____

14 _____

15 REASON _____

16 PAGE _____ LINE _____ CHANGE _____

17 _____

18 REASON _____

19 PAGE _____ LINE _____ CHANGE _____

20 _____

21 REASON _____

22 _____

23 _____

24 Eliyahu Shmalo

Date

25

1 Nationwide Mutual Insurance Company v. Nationwide Auto Lease
2 Eliyahu Shmalo (#4291515)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Eliyahu Shmalo, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10

11

Eliyahu Shmalo Date

12

13

*If notary is required

14

SUBSCRIBED AND SWORN TO BEFORE ME THIS

15

_____ DAY OF _____, 20____.

16

17

18

19

NOTARY PUBLIC

20

21

22

23

24

25

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate.

The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 1

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

NATIONWIDE MUTUAL INSURANCE)	
COMPANY)	
)	
PETITIONER,)	
)	Cancellation No. 92067046
)	
v.)	Registration No. 5005305
)	
NATIONWIDE AUTO LEASE LLC)	Mark: NATIONWIDE AUTO LEASE
)	
REGISTRANT.)	

**FIRST AMENDED RULE 30(b)(6) NOTICE OF DEPOSITION TO
REGISTRANT NATIONWIDE AUTO LEASE LLC**

Please take notice that, pursuant to 37 C.F.R. § 2.120, TBMP § 404.06(b) and Rule 30(b)(6) of the Federal Rules of Civil Procedure, Petitioner, Nationwide Mutual Insurance Company, will take the discovery deposition of Registrant, Nationwide Auto Lease LLC, before an authorized court reporter, commencing on October 14, 2020 at 11:00 a.m. EDT. This deposition is for all purposes allowed under the Federal Rules of Civil Procedure, Federal Rules of Evidence, and the rules applicable to TTAB proceedings. The testimony will be recorded stenographically and may be videotaped. The deposition will be conducted remotely, and all participants including the witness and court reporter will participate virtually by means of audiovisual technology. A link to the virtual room and login credentials will be provided in advance of the deposition. Registrant shall designate one or more persons to testify about the information known or reasonably available to Registrant on the topics set forth on Schedule A, attached to this Notice.



Date: October 6, 2020

Respectfully submitted,

Nationwide Mutual Insurance Company

By: /s/ Martin J. Miller

Martin J. Miller

Attorney for Petitioner.

Nationwide Mutual Insurance Company

Porter Wright Morris & Arthur LLP

250 E. Fifth St., Suite 2200

Cincinnati, OH 45202

Phone: (513) 369-4250

Fax: (513) 421-0991

Email: mmiller@porterwright.com;

jgerken@porterwright.com;

ipdocket@porterwright.com

SCHEDULE A

Definitions:

1. "Registrant" means Nationwide Auto Lease LLC, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, and any partnership or joint venture to which it may be a party.
2. "Petitioner" means Nationwide Mutual Insurance Company, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, and any partnership or joint venture to which it may be a party.
3. A reference to a "person" includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity, and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.
4. The term "mark" means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.
5. "Challenged Mark" means NATIONWIDE AUTO LEASE (the mark that is the subject of this proceeding).
6. "Petitioner's Marks" means Petitioner's *Nationwide Marks*, as defined in Petitioner's Petition for Cancellation.
7. "Document" means documents (in any form) and electronically stored information—including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations—stored in any medium from which information can be obtained either directly or, if necessary, after translation by Registrant into a reasonably usable form.

8. As used herein, “communication” refers to any transmission, exchange or transfer of information by any means, including without limitation, meetings, telephone conversations, emails, correspondence, memoranda, contracts, agreements, and verbal actions intended to or actually conveying information or data.
9. As used herein, “any” and “all” should be understood to include “each and every.”
10. As used herein, the terms “and” and “or” should be understood either disjunctively or conjunctively as necessary to bring within the scope of any request all responses that might otherwise be construed to be outside of its scope.
11. As used herein, use of a singular noun shall be construed to include the plural noun and use of a plural noun shall be construed to include the singular noun; and the use of a verb in any tense shall be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of the request that which might otherwise be construed to be outside its scope.
12. "Concerning" means consisting of, referring to, relating to, reflecting, or being in any way logically or factually connected with the matter discussed.

Matters for examination:

1. The nature of Registrant’s business.
2. Registrant’s creation, selection, development, and adoption of the Challenged Mark.
3. Registrant’s use of the Challenged Mark, including:
 - a. the first use of the Challenged Mark in commerce in the United States, and in interstate commerce in the United States;

- b. all versions of the Challenged Mark that that have been used in commerce, including how the mark has been displayed to consumers in connection with goods or services;
 - c. the goods and services that Registrant has advertised, promoted, distributed, offered, provided, or sold in connection with the Challenged Mark;
 - d. the advertisement and promotion of goods and services offered, provided, or sold in connection with the Challenged Mark;
 - e. the geographic areas where Registrant has advertised, promoted, distributed, offered, provided, or sold goods or services in connection with the Challenged Mark;
 - f. the channels of trade through which Registrant has advertised, promoted, distributed, offered, provided, or sold goods or services in connection with the Challenged Mark; and
 - g. the consumers to whom Registrant has advertised, promoted, distributed, offered, provided, and sold goods and services in connection with the Challenged Mark, including the sophistication of these consumers.
4. Any inquiries received from any other person concerning whether there is any relationship between, on the one hand, Petitioner or Petitioner's goods or services, and, on the other hand, Registrant or Registrant's goods or services.
5. Any instances of actual confusion as to (i) the source, sponsorship or affiliation of Registrant's goods or services; (ii) the source, sponsorship or affiliation of Petitioner's goods or services; or (iii) a relationship between Petitioner and Registrant.

6. The facts and circumstances concerning any trademark search reports, market studies, market research, or surveys conducted by Registrant or on Registrant's behalf concerning the Challenged Mark, Petitioner's Marks or Petitioner.
7. The facts and circumstances concerning any applications to register or registrations for the Challenged Mark, or any other mark similar to the Challenged Mark.
8. Petitioner, Petitioner's use of Petitioner's Marks, and Registrant's first knowledge of goods or services in connection with any of Petitioner's Marks.
9. Any communications: (a) between Petitioner and Registrant; or (b) between Registrant and any third party concerning Petitioner, any goods or services of Petitioner, or this cancellation action.
10. Third party use, if any, of marks identical or similar to the Challenged Mark or any of Petitioner's Marks.
11. Registrant's sales and profits with respect to goods or services sold or provided in connection with the Challenged Mark.
12. Agreements between Registrant any third party concerning the Challenged Mark.
13. The denials in Registrant's Answer to the Petition for Cancellation.
14. The information contained in Registrant's Initial Disclosures, including the identified subjects of information in Section I of those Initial Disclosures and the documents identified in Section II of those Initial Disclosures.
15. Brand recognition, if any, of the Challenged Mark.
16. Registrant's adoption, registration and use of the domain name
NATIONWIDEAUTOLEASE.COM.

17. Documents previously produced by Registrant in response to Petitioner's First Request for Production of Documents to Registrant.
18. Registrant's document retention policy.
19. Registrant's efforts to search and locate documents responsive to Petitioner's First Request for Production of Documents to Registrant.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing FIRST AMENDED RULE 30(b)(6) NOTICE OF DEPOSITION TO REGISTRANT NATIONWIDE AUTO LEASE LLC (including Schedule A thereto) has been served on October 6, 2020 to counsel for Registrant, Mitchell P. Novick, by forwarding said copy via email to Registrant at the following:

Mitchell P. Novick
Law Offices of Mitchell P. Novick
623 Eagle Rock Ave., Suite 407
West Orange, NJ 07052
Email: mnovick@mitchellnovick.com, nhyman@mitchellnovick.com

By: /s/ Martin J. Miller
Martin J. Miller
Porter Wright Morris & Arthur LLP
250 E. Fifth St., Suite 2200
Cincinnati, OH 45202
Phone: (513) 369-4250
Fax: (513) 421-0991
Email: mmiller@porterwright.com

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 4

automobile-related products and services; Respondent's advertising, marketing, and promotion of all of its automobile-related products and services bearing Respondent's NATIONWIDE AUTO LEASE mark, including information on the marketing channels in which automobile-related products and services bearing Respondent's NATIONWIDE AUTO LEASE mark are advertised, marketed, and promoted; brand recognition of Respondent's NATIONWIDE AUTO LEASE mark; and the prosecution of the U.S. trademark registration application for NATIONWIDE AUTO LEASE. Mr. Shmalo may be contacted through Respondent's counsel of record.

II. Description of Documents Upon Which Petition May Rely

Documents and things showing advertising, marketing, and promotional materials for automobile-related products and services bearing Respondent's NATIONWIDE AUTO LEASE mark.

Documents and things showing advertising, marketing, and promotional materials for automobile-related products and services bearing Respondent's NATIONWIDE AUTO LEASE mark.

Documents and things showing advertising and marketing expenditures for automobile-related products and services bearing Respondent's NATIONWIDE AUTO LEASE mark.

Documents and things showing the fame and widespread public recognition of Respondent's NATIONWIDE AUTO LEASE mark.

Documents and things regarding the channels of trade for the sales of automobile-related products and service bearing Respondent's NATIONWIDE AUTO LEASE mark.

Documents and things regarding the prosecution of the U.S. trademark registration application for NATIONWIDE AUTO LEASE.

The above-identified documents and things are located at 616 NE
195th Street, Miami, Florida 33179.

Respondent reserves the right to identify additional potential
witnesses and evidence as may be revealed during the course of discovery.

Respectfully submitted,

LAW OFFICES OF MITCHELL P. NOVICK

By: /mitchell p. novick/
MITCHELL P. NOVICK, ESQ.
Reg. No. 30,305

Counsel for Registrant
NATIONWIDE AUTO LEASE LLC
623 Eagle Rock Avenue, Suite 407
West Orange, NJ 07052
Phone: 973/744-5150
Fax: 973/744-2227
Email: mnovick@mitchellnovick.com

Dated: June 19, 2018

MPN/s
2068-1939

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing INITIAL DISCLOSURES OF RESPONDENT has been served upon the attorney of record for Petitioner by e-mail to the following address, on June 19, 2018:

Robert J. Morgan, Esq.
PORTER, WRIGHT, MORRIS & ARTHUR LLP
Counsel for Petitioner
41 South High Street
Suite 2900
Columbus, OH 43215
E-mail: rmorgan@porterwright.com

/mitchell p. novick/

MITCHELL P. NOVICK

Dated: June 19, 2018

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 5

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

NATIONWIDE MUTUAL INSURANCE)	
COMPANY)	
)	
PETITIONER,)	
)	Cancellation No. 92067046
)	
v.)	Registration No. 5005305
)	
NATIONWIDE AUTO LEASE LLC)	Mark: NATIONWIDE AUTO LEASE
)	
REGISTRANT.)	

**PETITIONER’S FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO REGISTRANT**

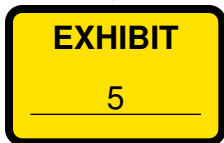
Pursuant to 37 C.F.R. § 2.120, TBMP § 406 and Rule 34 of the Federal Rules of Civil Procedure, Petitioner, Nationwide Mutual Insurance Company, hereby requests that Registrant, Nationwide Auto Lease LLC, respond to the following requests for the production of documents by providing written responses thereto and producing for inspection and copying the documents requested herein within 30 days at the offices of Petitioner’s attorneys:

Porter Wright Morris & Arthur LLP
250 E. Fifth St., Suite 2200
Cincinnati, OH 45202
Attn: Martin J. Miller

or such other location as agreed upon by counsel.

DEFINITIONS

1. “Registrant” means Nationwide Auto Lease LLC, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, and any partnership or joint venture to which it may be a party.



2. "Petitioner" means Nationwide Mutual Insurance Company, its subsidiaries, divisions, predecessor and successor companies, affiliates, parents, and any partnership or joint venture to which it may be a party.
3. A reference to a "person" includes an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity, and includes all of that person's principals, employees, agents, attorneys, consultants, and other representatives.
4. The term "mark" means any word, name, symbol, or device (including any key word or metatag) or any combination thereof.
5. "Challenged Mark" means NATIONWIDE AUTO LEASE (the mark that is the subject of this proceeding).
6. "Petitioner's Marks" means Petitioner's *Nationwide Marks*, as defined in Petitioner's Petition for Cancellation.
7. "Document" means documents (in any form) and electronically stored information—including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations—stored in any medium from which information can be obtained either directly or, if necessary, after translation by Registrant into a reasonably usable form.
8. As used herein, "communication" refers to any transmission, exchange or transfer of information by any means, including without limitation, meetings, telephone conversations, emails, correspondence, memoranda, contracts, agreements, and verbal actions intended to or actually conveying information or data.
9. As used herein, "any" and "all" should be understood to include "each and every."

10. As used herein, the terms “and” and “or” should be understood either disjunctively or conjunctively as necessary to bring within the scope of any request all responses that might otherwise be construed to be outside of its scope.
11. As used herein, use of a singular noun shall be construed to include the plural noun and use of a plural noun shall be construed to include the singular noun; and the use of a verb in any tense shall be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of the request that which might otherwise be construed to be outside its scope.
12. "Concerning" means consisting of, referring to, relating to, reflecting, or being in any way logically or factually connected with the matter discussed.

REQUESTS FOR PRODUCTION

Request for Production No. 1:

Documents identified in Section II of Registrant’s Initial Disclosures.

Request for Production No. 2:

Documents relied upon by Registrant in drafting its Answer.

Request for Production No. 3:

Documents concerning Registrant’s selection and adoption of the Challenged Mark.

Request for Production No. 4:

Documents sufficient to show the circumstances of Registrant’s first use of the Challenged Mark anywhere in the United States in connection with the services identified in the Registration that is the subject of this proceeding.

Request for Production No. 5:

Documents sufficient to show the circumstances of Registrant's first use of the Challenged Mark in interstate commerce in the United States in connection with the services identified in the Registration that is the subject of this proceeding.

Request for Production No. 6:

Documents sufficient to identify the geographic regions in the United States in which Registrant has advertised and provided, either directly or through others, any services in connection with the Challenged Mark.

Request for Production No. 7:

Documents sufficient to show all versions of the Challenged Mark that Registrant has or has caused to be used in commerce.

Request for Production No. 8:

Representative samples of each type of advertisement and promotional material (e.g., print, radio, television, brochures, flyers, press releases, website pages, website banners) that have displayed the Challenged Mark.

Request for Production No. 9:

Documents concerning U.S. Service Mark App. No. 86/725,538 and the resulting U.S. Service Mark Reg. No. 5005305, as well as any other federal service mark or trademark application filed by Registrant for the Challenged Mark or for any other mark similar to the Challenged Mark, including, but not limited to, all Documents concerning the decision to file the application(s).

Request for Production No. 10:

Documents concerning any state trademark registrations obtained by Registrant for the Challenged Mark or for any other mark similar to the Challenged Mark.

Request for Production No. 11:

Documents sufficient to identify all goods and services offered, provided, or sold in connection with the Challenged Mark.

Request for Production No. 12:

Documents sufficient to identify the consumers to whom Registrant has advertised, promoted, and provided services in connection with the Challenged Mark.

Request for Production No. 13:

Documents sufficient to identify all channels of trade through which Registrant has advertised, promoted and provided services in connection with the Challenged Mark.

Request for Production No. 14:

All media coverage concerning the Challenged Mark or any service offered in connection with the Challenged Mark, whether or not authored by any official member of the press.

Request for Production No. 15:

All Documents concerning Registrant's knowledge of Petitioner and Petitioner's Marks, including, but not limited to, all Documents reflecting communications about Petitioner or Petitioner's Marks.

Request for Production No. 16:

Documents concerning any searches, investigations, surveys or opinions concerning the Challenged Mark, Petitioner's Marks, or Petitioner, including, but not limited to, any Documents comparing the Challenged Mark to Petitioner's Marks or concerning any similarity, actual

confusion, or likelihood of confusion between the Challenged Mark and any of Petitioner's Marks.

Request for Production No. 17:

Documents sufficient to identify any lawsuit filed by any third party against Registrant or against Registrant's member, Mr. Elie Shmallo, claiming trademark infringement, unfair competition, or any violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

Request for Production No. 18:

Documents concerning any communications: (a) between Petitioner and Registrant; and (b) between Registrant and any third party concerning Petitioner or Petitioner's Marks.

Request for Production No. 19:

Documents concerning any third party use of marks identical or similar to the Challenged Mark or any of Petitioner's Marks.

Request for Production No. 20:

Documents concerning any inquiries as to whether (a) the services performed by Registrant under the Challenged Mark are performed by, sponsored by, endorsed by, or in any manner associated or affiliated with Petitioner, or (b) there is any relationship between, on the one hand, Petitioner or Petitioner's services, and, on the other hand, Registrant or Registrant's services.

Request for Production No. 21:

Documents concerning any consumer, governmental, or other complaints or investigations concerning Registrant or Registrant's services provided under the Challenged Mark.

Request for Production No. 22:

Documents sufficient to show the annual volume of sales (in dollars and units) of the services provided, directly or indirectly, by Registrant in connection with the Challenged Mark.

Request for Production No. 23:

Documents concerning brand recognition, if any, of the Challenged Mark.

Request for Production No. 24:

Documents concerning Registrant's registration and use of the domain name NATIONWIDEAUTOLEASE.COM.

Date: May 10, 2019

Respectfully submitted,

Nationwide Mutual Insurance Company

By: 

Martin J. Miller

Attorney for Petitioner.

Nationwide Mutual Insurance Company

Porter Wright Morris & Arthur LLP

250 E. Fifth St., Suite 2200

Cincinnati, OH 45202

Phone: (513) 369-4250

Fax: (513) 421-0991

Email: mmiller@porterwright.com;

jgerken@porterwright.com;

ipdocket@porterwright.com

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing PETITIONER'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO REGISTRANT has been served on May 10, 2019 to counsel for Registrant, Mitchell P. Novick, by forwarding said copy via email to Registrant at the following:

Mitchell P. Novick
Law Offices of Mitchell P. Novick
623 Eagle Rock Ave., Suite 407
West Orange, NJ 07052
Email: mnovick@mitchellnovick.com, nhyman@mitchellnovick.com

By: 

Martin J. Miller
Porter Wright Morris & Arthur LLP
250 E. Fifth St., Suite 2200
Cincinnati, OH 45202
Phone: (513) 369-4250
Fax: (513) 421-0991
Email: mmiller@porterwright.com

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 6

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

In the Matter of Registration Registration No. 5,005,305 Registered: July 19, 2016 Mark: NATIONWIDE AUTO LEASE	Cancellation No. 92067046 REGISTRANT'S THIRD RESPONSE TO PETITIONER'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO REGISTRANT
NATIONWIDE MUTUAL INSURANCE COMPANY, Petitioner, -vs- NATIONWIDE AUTO LEASE LLC, Registrant.	

TO: Martin J. Miller, Esq.
Porter Wright Morris & Arthur LLP
Counsel for Petitioner
250 E. Fifth Street, Suite 2200
Cincinnati, Ohio 45202
513/369-4250
mmiller@porterwright.com

Registrant, NATIONWIDE AUTO LEASE LLC ("Registrant"), by and through its attorneys, Law Offices Of Mitchell P. Novick, hereby responds to the Production Requests from Petitioner, NATIONWIDE MUTUAL INSURANCE COMPANY ("Petitioner").

GENERAL STATEMENT

This Response replaces all previous responses to Petitioner's First Request For Production Of Documents To Registrant.

Registrant's responses set forth herein are based upon its knowledge of facts and information presently available.

Respondent's responses set forth herein does not constitute an admission of relevance, materiality, or admissibility of the subject matter or any documents referred to therein produced.

REQUESTS FOR PRODUCTION

1. See enclosed documents numbered 1-89. Searching was conducted both through electronically-maintained records available at Respondent's business location, 616 NE 195th Street, Miami, Florida 33179, ("Respondent's Business Location") and on internet by Elie Shmalo ("Shmalo") and Liad Maccabi ("Maccabi"), both members of Respondent, on about 07/02/2019, 10/04/2019, and 04/22/2020.
2. See enclosed documents numbered 1-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
3. See enclosed documents numbered 12-27, 78-80. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
4. See enclosed documents numbered 1-7, 66-70, 78-80. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
5. See enclosed documents numbered 1-7, 66-70, 78-80. Searching was conducted both through electronically-maintained records available at

Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.

6. See enclosed documents numbered 1-11, 28-64, 66-72, 75, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
7. See enclosed documents numbered 1-11, 28-64, 66-72, 75, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
8. See enclosed documents numbered 1-11, 28-64, 66-72, 75, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
9. See enclosed documents numbered 1-7, 13-19, 26-27, 66-70, 78-80. Also see the file for United States trademark registration application Serial No. 86/725,538, available on the United States Patent and Trademark Office public website, WWW.USPTO.GOV. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
10. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.

11. See enclosed documents numbered 1-11, 28-64, 66-76, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
12. See enclosed documents numbered 1-11, 28-64, 66-76, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
13. See enclosed documents numbered 1-11, 26-64, 66-76, 78-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
14. See enclosed documents numbered 1-11, 28-64, 66-76, 81-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
15. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
16. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
17. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.

18. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
19. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
20. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
21. None. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
22. See enclosed documents numbered 65, 77. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
23. See enclosed documents numbered 1-11, 28-64, 66-76, 78-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.
24. See enclosed documents numbered 1-11, 28-64, 66-76, 78-89. Searching was conducted both through electronically-maintained records available at Respondent's Business Location and on internet by Shmalo and Maccabi on about 07/02/2019, 10/04/2019, and 04/22/2020.

CERTIFICATION

I hereby certify, under penalty of perjury, that the above responses are true.

/elie shmalo/
ELIE SHMALO, Member
Nationwide Auto Lease LLC

Dated: May 26, 2020

Respectfully submitted,

LAW OFFICES OF MITCHELL P. NOVICK
Counsel for Registrant

By: /mitchell p. novick/
MITCHELL P. NOVICK, ESQ.

Dated: May 26, 2020

623 Eagle Rock Avenue
Suite 407
West Orange, New Jersey 07052
Telephone: 973/744-5150
Facsimile: 973/744-2227

CERTIFICATE OF SERVICE

I, Mitchell P. Novick, do hereby certify that on May 26, 2020, I e-mailed the foregoing REGISTRANT'S THIRD RESPONSE TO PETITIONER'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO REGISTRANT to the following:

Martin J. Miller, Esq.
Porter Wright Morris & Arthur LLP
Counsel for Petitioner
250 E. Fifth Street, Suite 2200
Cincinnati, Ohio 45202
e-mail: mmiller@porterwright.com.

/mitchell p. novick/
MITCHELL P. NOVICK

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 14

Nationwide Auto Lease

		Revenue	Net Profit on Sales
2013		\$79,580.00	\$57,530.00
	Q1	\$0.00	\$0.00
	Q2	\$0.00	\$0.00
	Q3	\$25,200.00	\$17,065.00
	Q4	\$54,380.00	\$40,465.00
2014		\$198,558.00	\$135,101.25
	Q1	\$35,151.00	\$25,175.50
	Q2	\$32,146.00	\$22,846.00
	Q3	\$56,809.00	\$36,722.75
	Q4	\$74,452.00	\$50,357.00
2015		\$380,315.44	\$238,145.76
	Q1	\$80,672.41	\$48,843.41
	Q2	\$96,892.36	\$62,769.11
	Q3	\$88,069.41	\$49,188.72
	Q4	\$114,681.26	\$77,344.52
2016		\$408,317.28	\$260,306.60
	Q1	\$77,452.14	\$46,118.27
	Q2	\$100,349.39	\$63,022.89
	Q3	\$125,557.55	\$85,094.01
	Q4	\$104,958.20	\$66,071.43
2017		\$478,939.12	\$279,205.35
	Q1	\$104,151.82	\$60,019.26
	Q2	\$83,048.94	\$45,821.94
	Q3	\$118,321.80	\$73,510.62
	Q4	\$173,416.56	\$99,853.54
2018		\$487,337.87	\$292,012.58
	Q1	\$125,640.34	\$71,596.29
	Q2	\$106,823.25	\$57,528.62
	Q3	\$121,073.25	\$73,515.05
	Q4	\$133,801.03	\$89,372.62
2019		\$505,417.72	\$287,454.18
	Q1	\$121,696.47	\$64,963.01
	Q2	\$112,884.11	\$63,283.20
	Q3	\$130,709.87	\$83,928.16
	Q4	\$140,127.27	\$75,279.81
2020		\$144,269.57	\$73,765.51
	Q1	\$144,269.57	\$73,765.51

CANCELLATION NO. 92067046

NATIONWIDE MUTUAL INSURANCE COMPANY

v.

NATIONWIDE AUTO LEASE, LLC

PETITIONER'S THIRD NOTICE OF RELIANCE

DEPOSITION EXHIBIT 18

AUTOMOBILE PURCHASER/LESSEE'S CREDIT APPLICATION (PERSONAL)



Please Print

READ these directions BEFORE completing this Application

If applying for individual credit in your own name and relying only on your own income or assets as the basis for repayment of the credit requested, complete Purchaser/Lessee section.
 If applying for joint credit with another person, complete both Purchaser/Lessee and Co-Purchaser/Co-Lessee sections.
 Sign here to indicate that you intend to apply for joint credit. X APPLICANT (SIGN OR INITIAL) X CO-APPLICANT (SIGN OR INITIAL)
 If applying for individual credit, but are relying on income from alimony, child support, separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, complete Purchaser/Lessee section and provide information in Co-Purchaser/Co-Lessee about the other person.
 Wisconsin residents must complete Marital Information section.

PURCHASER/LESSEE										
LAST NAME			FIRST			M.I.				<input type="checkbox"/> Purchase <input type="checkbox"/> Lease (Please attach most recent form #1040)
SOCIAL SECURITY #			DATE OF BIRTH		# OF DEPENDENTS					
DRIVER'S LICENSE #			STATE	ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?						Yrs. Mos. Ext:
				<input type="checkbox"/> Yes <input type="checkbox"/> No						
ADDRESS			CITY		STATE	ZIP CODE	COUNTY	LIVED THERE		
								Yrs. Mos. Ext:		
<input type="checkbox"/> Buying	<input type="checkbox"/> Renting	NAME AND ADDRESS OF MORTGAGEHOLDER(S)/LANDLORD								MONTHLY MORTGAGE/RENT
<input type="checkbox"/> Leasing	<input type="checkbox"/> Own									
PREVIOUS ADDRESS			CITY		STATE	ZIP CODE				LIVED THERE
										Yrs. Mos.
NAME AND ADDRESS OF PARENTS OR CLOSEST RELATIVE NOT LIVING WITH YOU						RELATIONSHIP		PHONE #		
								Ext:		
NOTE: You need not reveal alimony, child support, or separate maintenance income if you do not wish it considered as a basis for repaying this obligation.										
EMPLOYER			ADDRESS						PHONE #	Ext:
POSITION OR TITLE		HOW LONG		GROSS SALARY OR WAGES			OTHER INCOME SOURCE			
		Yrs. Mos.		Per			Per			
PREVIOUS EMPLOYER			ADDRESS			POSITION OR TITLE		HOW LONG		
								Yrs. Mos.		
BANK REFERENCE			BRANCH			<input type="checkbox"/> Checking Account # _____		<input type="checkbox"/> Certificate of Deposit		
						<input type="checkbox"/> Savings Account # _____				
LAST VEHICLE PURCHASED/LEASED (Make, Model, Year)			FINANCED/LEASED BY			ADDRESS		TERM	PAYMENT	
Have you ever had any property repossessed?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have any suits or judgments pending against you?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Have you filed for bankruptcy in the last 10 years?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
CO-PURCHASER/CO-LESSEE										
CO-PURCHASER/CO-LESSEE'S NAME			RELATIONSHIP TO APPLICANT			SOCIAL SECURITY #		DATE OF BIRTH		
DRIVER'S LICENSE #			STATE	# OF DEPENDENTS		ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?				
						<input type="checkbox"/> Yes <input type="checkbox"/> No				
ADDRESS			CITY		STATE	ZIP CODE	LIVED THERE		PHONE #	
							Yrs. Mos. Ext:			
<input type="checkbox"/> Buying	<input type="checkbox"/> Renting	NAME AND ADDRESS OF MORTGAGEHOLDER(S)/LANDLORD								MONTHLY MORTGAGE/RENT
<input type="checkbox"/> Leasing	<input type="checkbox"/> Own									
NOTE: You need not reveal alimony, child support, or separate maintenance income if you do not wish it considered as a basis for repaying this obligation.										
EMPLOYER			ADDRESS						PHONE #	Ext:
POSITION OR TITLE		HOW LONG		GROSS SALARY OR WAGES			OTHER INCOME SOURCE			
		Yrs. Mos.		Per			Per			
BANK REFERENCE			BRANCH			<input type="checkbox"/> Checking Account		<input type="checkbox"/> Savings Account		
						<input type="checkbox"/> Certificate of Deposit				



MARITAL INFORMATION STATEMENT – WISCONSIN RESIDENTS ONLY/Marital Status

IS CO-APPLICANT YOUR SPOUSE? <input type="checkbox"/> Yes <input type="checkbox"/> No		IS APPLICANT YOUR SPOUSE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Married	DATE OF MARRIAGE	<input type="checkbox"/> Married	DATE OF MARRIAGE
SPOUSE'S NAME (IF OTHER THAN CO-APPLICANT)		SPOUSE'S NAME (IF OTHER THAN APPLICANT)	
ADDRESS		ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
<input type="checkbox"/> Legally Separated	DATE OF DECREE OF LEGAL SEPARATION	<input type="checkbox"/> Legally Separated	DATE OF DECREE OF LEGAL SEPARATION
<input type="checkbox"/> UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons		<input type="checkbox"/> UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons	

Notice to Married Applicants: No provision of any marital property agreement, statutory individual property classification agreement ("opt-out" agreement under section 766.587 of the Wisconsin Statutes), a unilateral statement under section 766.59 of the Wisconsin Statutes, or court decree under section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor, unless the creditor prior to the time credit is granted receives a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Is there a marital property agreement, statutory individual property classification agreement, unilateral statement, or court order that you wish the creditor to consider in evaluating your credit application? Check the appropriate box:

No Yes (If yes, provide the creditor with a copy of the agreement, statement or order.)

Notice of Non-Applicant Spouse (Married Applicants only): If the credit applied for is individual credit or joint credit with an applicant who is not your spouse, the creditor is required by section 766.56 (3)(b) of the Wisconsin Statutes to notify your spouse of the extension of credit.

Statement of Purpose: For a married applicant applying for credit or for joint credit with an applicant who is not your spouse; The credit requested, if granted, will be incurred in the interest of your marriage or family.

SIGNATURE OF APPLICANT	SIGNATURE OF CO-APPLICANT
DATE	DATE

CALIFORNIA RESIDENT: Applicant, if married, may apply for a separate account.

MAINE AND TENNESSEE RESIDENTS: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW HAMPSHIRE RESIDENT: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon payment contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

NEW YORK RESIDENT: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO RESIDENT: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

RHODE ISLAND RESIDENT: A credit report may be requested in connection with this application for credit. You have the right to choose the agent and insurer for the insurance required in connection with this transaction, subject to our reasonable approval consistent with the requirements of applicable law.

VERMONT RESIDENT: You consent to the dealer or any assignee of the account or credit agreement or other financial services provider to whom this application is shared to obtain a credit report in connection with this application for credit. In addition, you consent to the holder of your account or credit agreement and any subsequent holder to obtain credit reports in connection with the same transaction or extension of credit, for the purpose of reviewing the account, taking collection action on the account, or for other legitimate purpose associated with the account.

ALL APPLICANTS:

Below "MBFS" means Mercedes-Benz Financial Services USA LLC, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services and Daimler Trust.

By signing this application:

1. You authorize Dealer, MBFS, and any finance company, bank, or other financial institution to which the Dealer submits your application to investigate your credit and employment history, obtain credit reports, and release information about your credit experience as the law permits, in connection with this application for credit.
2. If an account is created, you authorize MBFS and any financial institution to which Dealer submits your credit application to obtain credit reports for the purpose of reviewing or taking collection action on your account, or for other legitimate purposes associated with your account.
3. You certify that you have read and agree to the terms of this application and that the information in it is complete and true.
4. You authorize a credit investigation of your credit based on the information, which you provided voluntarily; the information is true and correct and reflects all your current debts. In addition, you authorize the release of federal and state records of employment and income history. A bankruptcy proceeding is neither in progress nor expected. If the attached application is submitted in the name of a business, a current and year-end financial statement, including P&L statement, and balance sheet may be required, audited if possible.
5. You consent and agree that MBFS and any successors, affiliates, agents or service providers may to the extent permitted by law: (i) monitor and record telephone calls concerning your account to assure quality of service or for other reasons; and (ii) use written, verbal, and electronic means to contact you, including, without limitation, manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic dialing systems. Such means of contact may include use of an e-mail address or any telephone number you provide, now or in the future, including a cellular phone or other wireless device number, regardless of whether you incur charges as a result.
6. By checking this box, you authorize and request that the Dealer or Mercedes-Benz Financial Services provide the personal information that you supplied to them to American Express Bank, F.S.B. and its affiliated entities to be used by American Express in connection with a submitted application for the Mercedes-Benz Credit Card from American Express.
7. **IN EXCHANGE FOR THE TIME, EFFORT, AND EXPENSE IN REVIEWING YOUR APPLICATION AND FOR OTHER VALUABLE CONSIDERATION, WHICH IS HEREBY ACKNOWLEDGED, YOU AGREE TO ALL OF THE TERMS OF THE IMPORTANT CONTRACT OF ARBITRATION CONTAINED ON PAGE 3 OF 3 OF THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

SIGNATURE OF APPLICANT X	DATE X	SIGNATURE OF JOINT APPLICANT / OTHER PARTY X	DATE X
------------------------------------	------------------	--	------------------

BROKER ARRANGED TRANSACTION <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, BROKER NAME	BROKER PHONE #	Ext:
--	---------------------	----------------	------

DEALER (SELLER)/LESSOR				Total Cash Price/Capitalized Cost	_____
<input type="checkbox"/> New	YEAR	MAKE	MODEL	Less: Net Trade	_____
<input type="checkbox"/> Used				Cash Down/Capitalized Cost Reduction	_____
<input type="checkbox"/> Manual Transmission	<input type="checkbox"/> M-B Factory Warranty (Pre-owned Only)		MILEAGE	Unpaid Balance/Adjusted Capitalized Cost	_____
TRADE-IN MAKE	YEAR		MODEL	Term _____	Payment _____
				Residual Balloon _____	% _____

IMPORTANT CONTRACT OF ARBITRATION

The following Important Contract of Arbitration significantly affects Applicant's, Co-Applicant's or Guarantor's (individually or collectively "you" or "your") rights in any dispute with Dealer, Mercedes-Benz Financial Services USA LLC, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services and Daimler Trust. Please read this carefully before signing this application and Important Contract of Arbitration.

For the purposes of this Important Contract of Arbitration, the term "MBFS" means Mercedes-Benz Financial Services USA LLC, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services and Daimler Trust. The terms "us" or "our" means the Applicant, Co-Applicant, Guarantor, and Dealer, and MBFS.

1. If any of us chooses, any dispute between or among us will be decided by arbitration and not in court.
2. If a dispute is arbitrated, each of us will give up the right to a trial by a court or a jury trial.
3. Each of us agrees to give up any right to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and each of us agrees to give up any right to consolidate our arbitration with the arbitration of others.
4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
5. Other rights that each of us would have in court may not be available in arbitration.
6. Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, Arbitration section or the arbitrability of any issue), between you and us or any of our employees, agents, successors or assigns, which arises out of or relates to a credit application, this contract, or any resulting transaction or relationship arising out of this contract shall, at the election of either you or us, or our successors or assigns, be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose to proceed under the applicable rules of the National Center for Dispute Settlement, 43230 Garfield Road, Suite 130, Clinton Township, MI 48038 or the Internet at <http://www.ncdsusa.org/>, or any other organization that you may choose subject to our approval.
7. Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the applicable rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and Dealer or MBFS will pay any additional filing fee or case management fee. Dealer or MBFS will pay the whole filing fee or case management fee if Dealer or MBFS demands arbitration first. Dealer or MBFS will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent any party from requesting that the applicable arbitration entity reduce or waive the fees any of us are required to pay, or that requesting any of us to voluntarily pay an additional share of said fees, based upon the financial circumstances of any party or the nature of the claim.
8. This application and Important Contract of Arbitration evidences a transaction involving interstate commerce. Any arbitration under this application and Important Contract of Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. 1, et seq). Judgment upon the award rendered may be entered in any court having jurisdiction.
9. Notwithstanding this application and Important Contract of Arbitration, our employees, parents, subsidiaries, affiliate companies, agents, successors, and assignees retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. None of us waives the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.
10. If any clause within this Important Contract of Arbitration, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be severed from this Important Contract of Arbitration, and the remainder of this Important Contract of Arbitration will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire Important Contract of Arbitration will be severed and the remaining provisions of this application shall be given full force and effect as if this Important Contract of Arbitration had not been included in this application.