

Richard M. Wirtz (SBN 137812)
rwirtz@wirtzlaw.com
 WIRTZ LAW APC
 4365 Executive Drive, Suite 1460
 San Diego, California 92121
 858.259.5009

Michael E. Klicpera (SBN 164005)
 PATENT TECHNOLOGY LLC
 (619) 980.8680

Attorneys for Plaintiff CHOICE FOODSERVICES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHOICE FOODSERVICES, INC., dba
 CHOICELUNCH, a California
 Corporation,

Plaintiff,

v.

NOB HILL CATERING, INC., dba
 LUNCH MASTER, a California
 Corporation, and ELASTIC TEAMS, LLC a
 California Limited Liability Company, and
 DOES 1-50,

Defendants.

Case Number:

COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT
(17 U.S.C. § 501)
2. UNFAIR COMPETITION
(CAL. BUS. & PROF. CODE §
17200, ET. SEQ.)
3. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

Plaintiff CHOICE FOODSERVICES, INC., dba CHOICELUNCH ("Plaintiff") alleges as follows:

1. This action arises from Defendants' unauthorized exploitation of the Plaintiff's website design and software instructions that have been granted copyright protection by the United States Copyright Office. Plaintiff is seeking a permanent injunction, damages, costs, and attorneys fees as authorized by the Copyright Act, Lanham Act and California's common law.

JURISDICTION, INTRA-DISTRICT ASSIGNMENT AND VENUE

2. This Court has personal jurisdiction over Defendants because they conduct business in the State of California within this judicial district, and/or they are domiciled within the state and/or have consented to personal jurisdiction and/or because the Defendants have maintained minimum contacts with this forum state such that the exercise of personal jurisdiction does not offend traditional notions of fair play and substantial justice and/or because the Defendants have maintained activities which are substantial, continuous and systematic and/or the Defendants have purposefully established contacts with this forum and/or the claims alleged arise out of or are related to Defendants' contacts with this forum.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338. Plaintiff's claims are, in part, based on violations of the Copyright Act, as amended, 17 U.S.C. § 101, et seq. This Court has jurisdiction over the state law claims pursuant to 28 U.S.C. §§ 1332, 1338(b), and 1367.

4. Venue lies in the Northern District of California pursuant to 28 U.S.C. § 1391(b), (c), and (d). Plaintiff is informed and believes that Defendants reside in this judicial district, transact or have transacted business in this judicial district, and may be otherwise found here, and a substantial part of the events, omissions, and injuries giving rise to Plaintiff's claims occurred in this judicial district.

5. Intradistrict assignment shall be district-wide as this is an intellectual property case, pursuant to LR 3.2(c).

THE PARTIES

6. Plaintiff CHOICE FOODSERVICES, INC. is and at all times herein mentioned was a California Corporation with its principle place of business at 2000 Crow Canyon Place, Suite 130, San Ramon, California 94583. Plaintiff from time to time does business as CHOICELUNCH.

7. On information and belief, Defendant NOB HILL CATERING, INC., is a California corporation with its principle place of business at 601 Taylor Way, San Carlos,

1 CA 94070, and does business from time to time as LUNCHMASTER.

2 8. On information and belief, Defendant ELASTIC TEAMS, LLC, is a California
 3 Limited Liability Company with its principle place of business at 425 Broadway St.,
 4 Redwood City, CA 94063.

5 9. Plaintiff is not aware of the true names and capacities of the defendants sued
 6 herein as DOES 1 through 50, inclusive, and therefore sues said defendants by such
 7 fictitious names. When Plaintiff has ascertained the true names and capacities of said
 8 defendants, Plaintiff will seek leave of this Court to amend this complaint accordingly. On
 9 information and belief, each of the fictitiously named defendants is responsible in some
 10 manner for the occurrences alleged in this complaint, and Plaintiff alleges that her damages
 11 were proximately and legally caused by defendants' conduct.

12 10. At all material times, Plaintiff alleges, each defendant was the agent, servant
 13 and employee of each of the remaining defendants, and was acting within the purpose,
 14 scope and course of said agency, service and employment, with the express and/or implied
 15 knowledge, permission and consent of the remaining defendants, and each of them, and
 16 each of said defendants ratified, approved of, and/or accepted the benefits of such acts.

17 COPYRIGHT REGISTRATION

18 11. Plaintiff is the registered owner of Copyright No. TX 7-727-836 for Plaintiff's
 19 Choicelunch website including the computer program code, text, photographs and
 20 compilation of terms. Included in this Copyright No. TX 7-727-836 are copies of the web
 21 pages described herein. A true and correct copy of Plaintiff's Copyright Registration
 22 Certificate is attached as **Exhibit A**. Plaintiff owns all rights, title, and interest in and to and
 23 holds all exclusive rights to the copyrighted material.

24 GENERAL ALLEGATIONS

25 12. Plaintiff CHOICE FOODSERVICES, INC. is a catering company doing
 26 business in the San Francisco Bay area and throughout California and has been
 27 incorporated since 2003. Choice Foodservices sells pre-ordered school lunches to schools
 28 and other institutions.

13. In 2004, Plaintiff developed its website, www.choicelunch.com, to allow its customers to place and manage their orders online. In 2012, Plaintiff spent hundreds of thousands of dollars in the re-development of its website. Plaintiff hired a marketing firm to assist with the layout and design of the site and utilized focus groups of parents to develop the most appealing website possible. Plaintiff's redeveloped website debuted in August 2012.

14. Plaintiff's re-developed website incorporates several wholly original elements, including the following:

- a. A calendar layout where each row consists of one week with sub-rows with students' names and each column consists of days of the week:

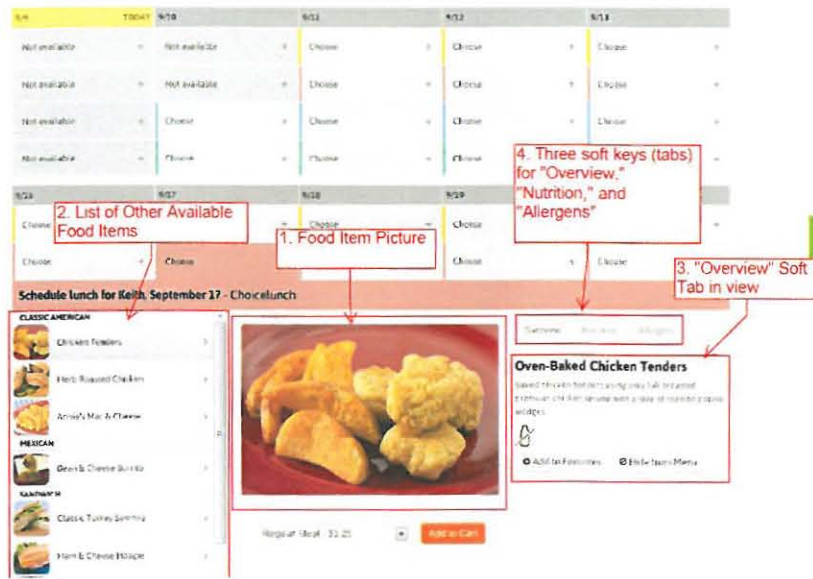
Calendar
Class Calendar

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

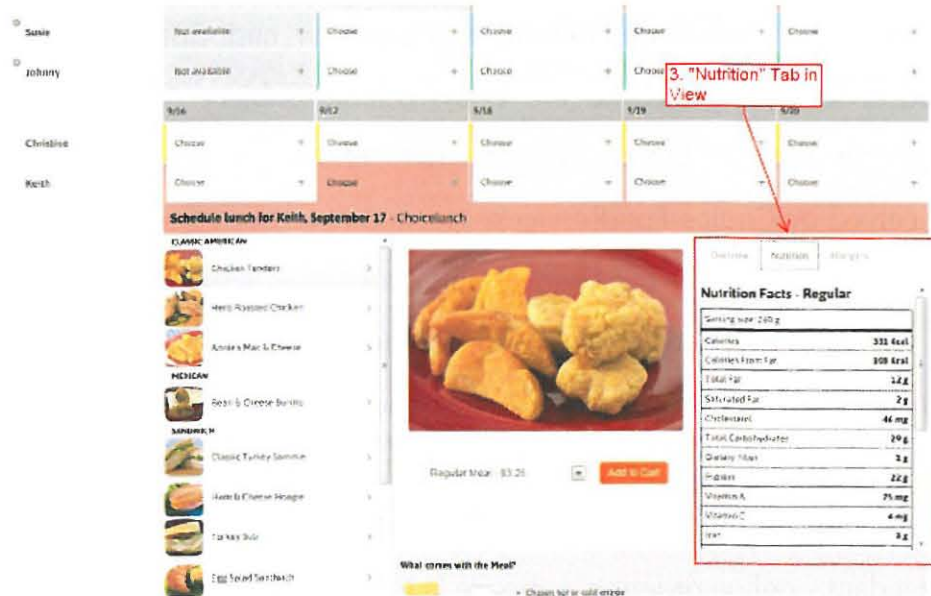
	8/5	TODAY 8/6	8/13	8/20	8/27
Christine	Not available	Not available	Choose	Choose	Choose
Keith	Not available	Not available	Choose	Choose	Choose
Sadie	Not available	Choose	Choose	Choose	Choose
Johnny	Not available	Choose	Choose	Choose	Choose
	8/26	8/27	8/28	8/29	8/26
Christine	Choose	Choose	Choose	Choose	Choose
Keith	Choose	Choose	Choose	Choose	Choose
Sadie	Choose	Choose	Choose	Choose	Choose
Johnny	Choose	Choose	Choose	Choose	Choose
	8/23	8/24	8/25	8/26	8/27
Christine	Choose	Choose	Choose	Choose	Choose
Keith	Choose	Choose	Choose	Choose	Choose
Sadie	Choose	Choose	Choose	Choose	Choose

Screen Shot from **Exhibit B**: Plaintiff's Calendar View

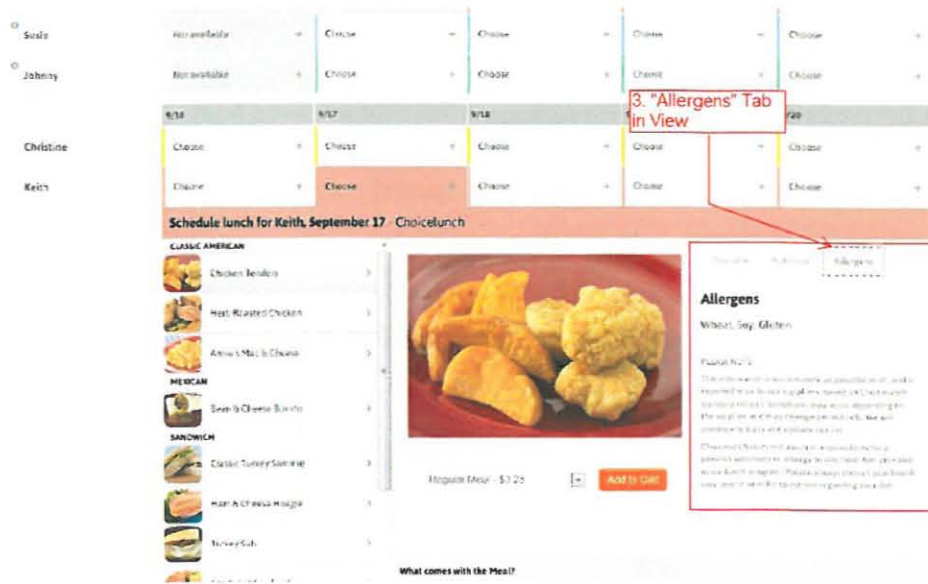
- b. When a customer clicks "choose" on a particular day, a dialogue box appears between the week selected and the following week with (1) a food item picture, (2) a list of other available food items (available for that particular day) to the immediate left of the photo, (3) an "Overview" of the food item to the immediate right of the photo, and (4) three soft keys ("tabs") for accessing food details, nutrition facts, and allergen information.



Screen Shot from Exhibit C: Dialogue Box with "Overview" Tab In View



Screen Shot from Exhibit D: Dialogue Box with "Nutrition" Tab In View



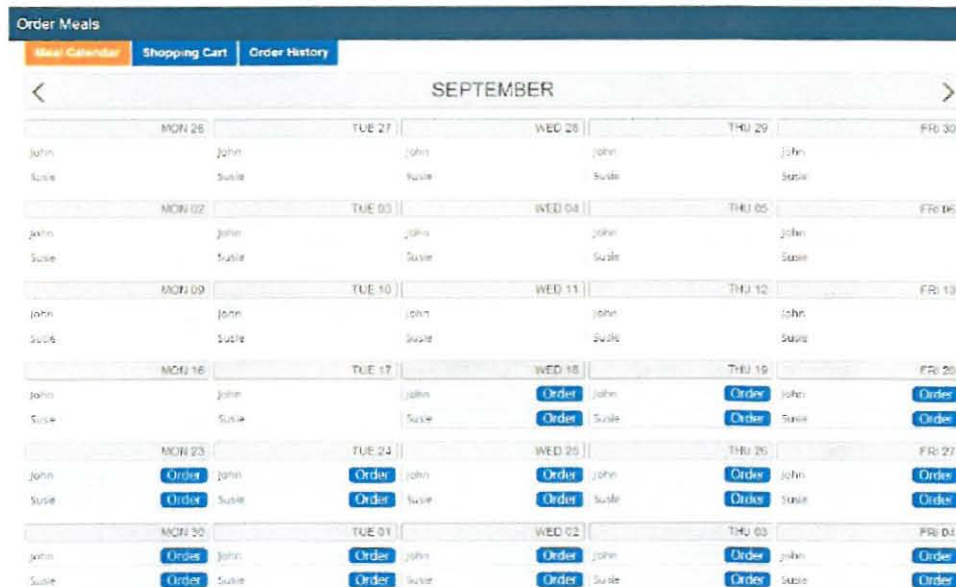
Screen Shot from **Exhibit E**: Dialogue Box with "Allergens" Tab In View

15. The code, design, configuration and distinctive features of the Choice Foodservices, Inc. website are copyrightable subject matter under the United States Copyright Act, 17 U.S.C. Sections 101, *et seq.* in that they are wholly original and conceived by Choice Foodservices, Inc. and have been fixed in various tangible media. In fact, Plaintiff's website has been copyrighted.

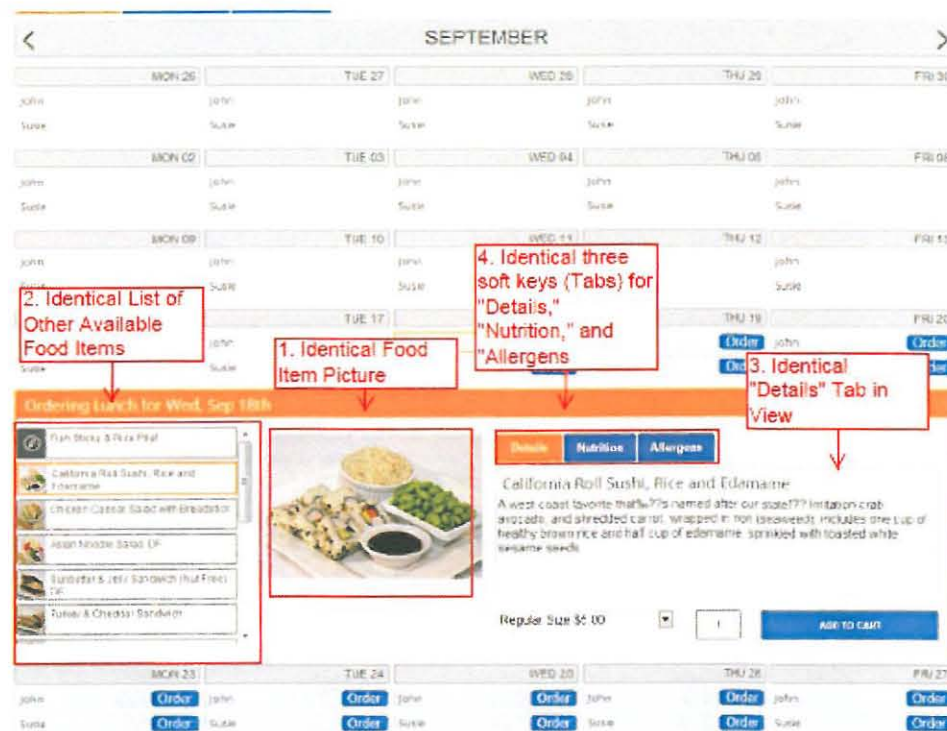
16. On information and belief, Defendant NOB HILL, under the name LUNCHMASTER, also provides lunches to schools and other institutions and is thereby Plaintiff's direct competitor. Defendant has developed and maintains a website at www.thelunchmaster.com, which also allows customers to place orders online. Defendant's online ordering webpage is located at eatnow.thelunchmaster.com.

17. Defendant's webpage is substantially similar to Plaintiff's webpage and original, copyright protected portions thereof. In particular, Defendant's webpage also contains a calendar organized with days of the week as columns, weeks as rows, and student names as sub-rows. When users click "order" on a particular day, Defendant's website displays a dialogue box nearly identical to Plaintiff's dialogue box, with a photo of the selected food item in the center, a list of other available food items (available for that particular day) to the immediate left of the photo, "Details" of the food item to the

1 immediate right of the photo, and three identical soft keys ("tabs") for accessing food
2 details, nutrition facts, and allergen information immediately above the "Details."



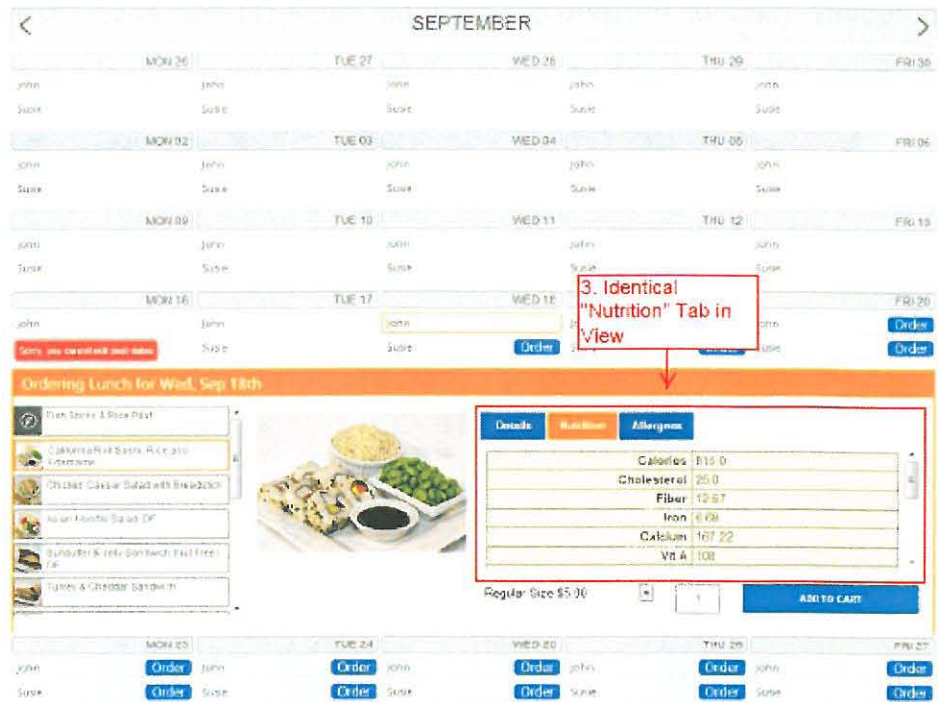
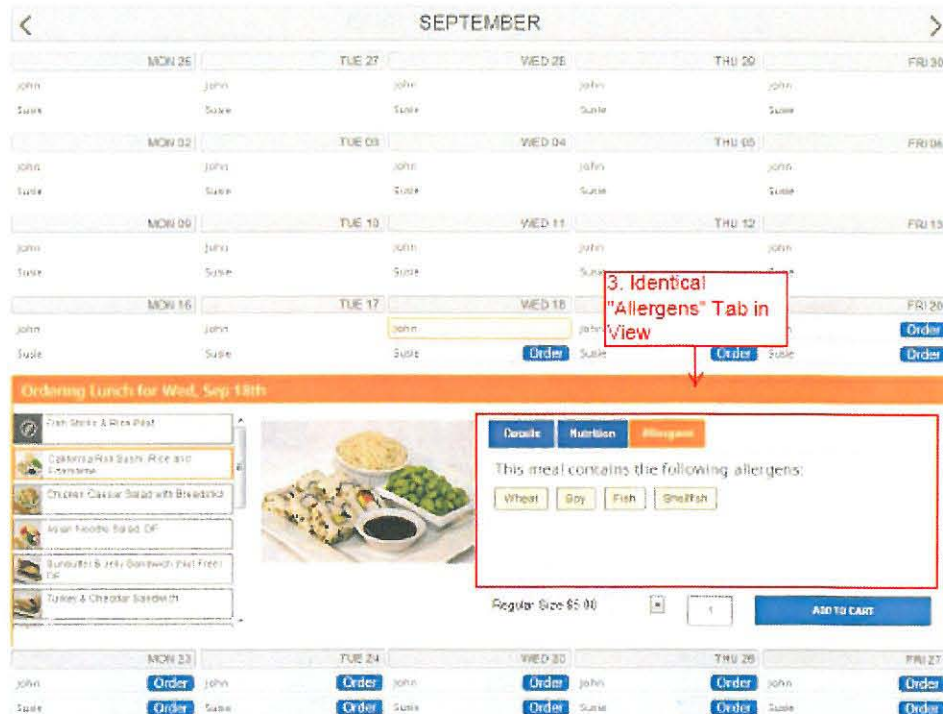
Screen Shot from Exhibit F: Defendant's Calendar View



Screen Shot from Exhibit G: Defendant's Dialogue Box with "Details" Tab in View

//

//

Screen Shot from **Exhibit H**: Defendant's Dialogue Box with "Nutrition" Tab in ViewScreen Shot from **Exhibit I**: Defendant's Dialogue Box with "Allergens" Tab in View

18. The substantial similarity between Plaintiff's original website and Defendant's infringing website also consists of the overall feel of the website as users

1 navigate it.

2 19. In addition, on information and belief, in order to obtain such substantial
 3 similarity with Plaintiff's website, Defendant has substantially copied Plaintiff's copyrighted
 4 code.

5 20. On information and belief, Defendant knew of Plaintiff's website prior to the
 6 development of its own, and intentionally copied Plaintiff's website and the original
 7 aspects thereof in developing its own infringing website. Many school administrators
 8 prefer Plaintiff's services because of the appeal of Plaintiff's copyrighted website. In
 9 Defendant's attempts to lure those administrators away even before Defendant copied
 10 Plaintiff's website, Defendant assured those administrators that Defendant's website was
 11 being re-developed as well and would look "just like" Plaintiff's copyrighted website.

12 21. On information and belief, Defendant hired Elastic Teams, LLC to develop
 13 its current website (updated to include the infringing features herein complained of in or
 14 about August 2013—almost exactly one year after Plaintiff's copyrighted website debuted).
 15 On information and belief, Defendant Nob Hill showed Defendant Elastic Teams Plaintiff's
 16 original website and instructed Nob Hill to copy Plaintiff's website and/or certain features
 17 thereof when developing Defendant's website. Elastic Teams's website currently lists "The
 18 Lunchmaster" as one of its current clients and advertises Defendant's infringing website as
 19 one of its accomplishments.

20 22. On information and belief, Defendants Nob Hill and Elastic Teams used
 21 Amazon Web Services to host Defendant's infringing website.

22 23. On September 17, 2013, Plaintiff sent Defendant Nob Hill a cease and
 23 desist letter putting Defendant on formal notice of its copyright infringing and unfair
 24 competition and demanding that Defendant take down its infringing website. Defendant
 25 has willfully failed to remove its infringing website.

26 24. On September 17, 2013, Plaintiff sent Amazon Web Services a Digital
 27 Millennium Copyright Act (DMCA) letter demanding that Amazon Web Services remove
 28 Defendant's infringing web site pages from its services.

25. On September 19, 2013, Amazon Web Services requested that Choice Foodservices, Inc. sufficiently identify the content of the Defendant's LunchMaster web site pages that Choice Foodservices claims is infringing its copyrights.

26. On September 24, 2013, Choice Foodservices responded to the September 19, 2013 Amazon Web Services letter and identified the infringing content and cited current copyright laws for analysis.

27. On October 17, 2013, after conducting their own copyright analysis, Amazon Web Services disabled and removed Defendant's infringing LunchMaster website.

28. On December 16, 2013, Amazon Web Services confirmed that they would permanently disable and remove the infringing content of LunchMaster's website upon the filing of a Federal complaint.

FIRST CLAIM FOR RELIEF

Copyright Infringement Against All Defendants

(17 U.S.C. § 501)

29. Plaintiff re-alleges and incorporates by reference each of the foregoing allegations as though set forth in full at this point.

30. Plaintiff is the registered owners of Copyright Registration No. TX 7-727-836 for its original website.

31. Defendants have copied Plaintiff's website, and wholly original elements thereof in their own website. Defendant's infringing website is substantially similar to Plaintiff's original website. Both websites contain a calendar with rows consisting of weeks and columns of days of the week, and with sub-rows consisting of names. When users click on a particular day in both Plaintiff's and Defendant's calendars, virtually identical screens display, both with a photo of a food item with a list of available food items to the immediate left of the photo, a text box with details regarding the food item to the immediate right, and three soft keys ("tabs") for accessing food details, nutrition facts, and allergen information immediately above the details.

32. Defendants had direct access to Plaintiff's original website, which is publicly

1 accessible, and did in fact (on information and belief) instruct Defendant Elastic Teams to
 2 copy Plaintiff's website, and original elements thereof, in the development of Defendant's
 3 website. In fact, even before Defendant finished copying Plaintiff's copyrighted website,
 4 Defendant told school administrators that it was re-developing its website to look "just like"
 5 Plaintiff's website.

6 33. As a result of Defendant's infringement of Plaintiff's copyright, Plaintiff is
 7 entitled to its actual damages as well as Defendant's profits pursuant to 17 U.S.C. 504(a) or,
 8 alternatively, statutory damages. Because Defendant's infringement was committed
 9 willfully, Plaintiff is entitled to increased statutory damages pursuant to 17 U.S.C. 504(c)(2).

10 34. Plaintiff is also entitled to costs and attorneys fees pursuant to 17 U.S.C.
 11 505.

12 35. Plaintiff has been, is now, and will be irreparably injured and damaged by
 13 Defendants' actions. Plaintiff's damages are difficult to value because it is difficult to
 14 differentiate between those profits are attributable to Plaintiff's copyrighted website and
 15 which are attributable to Plaintiff's catering services. Similarly, it is difficult to determine
 16 what portion of Defendant's profits is attributable to its copying of Plaintiff's copyrighted
 17 website. The past, present, and in particular future harm to Plaintiff's reputation and good
 18 will is difficult to value and therefore constitutes an injury for which Plaintiff has no
 19 adequate remedy at law.

20 SECOND CLAIM FOR RELIEF

21 Unfair Competition

22 (Cal. Bus. & Prof. Code § 17200, et. seq.)

23 Against All Defendants

24 36. Plaintiff re-alleges and incorporates by reference each of the foregoing
 25 allegations as though set forth in full at this point.

26 37. Defendants' acts described above constitute unfair competition in violation
 27 of California Business and Professional Code §17200 et seq., as they are both unlawful, as
 28 set forth above, and unfair.

38. Plaintiff has expended significant sums of money developing and promoting its copyrighted website. Defendant is now reaping the ill gotten gains of its copying of Plaintiff's website, without having to expend a commensurate amount of money in development of its website.

39. Customers choose Plaintiff's services in part because of the appeal of Plaintiff's website. Plaintiff has therefore generated significant goodwill through its appealing website. Defendant's copying of Plaintiff's website diverts customers away from Plaintiff's services and damages the goodwill Plaintiff has built up.

40. Plaintiff is therefore entitled to restitution for the profits and other ill-gotten gains by Defendants from the illegal and impermissible copy of Plaintiff's website, as well as recover of its costs and attorney's fees.

41. Plaintiff has been, is now, and will be irreparably injured and damaged by Defendants' actions. Plaintiff's damages are difficult to value because it is difficult to differentiate between those profits are attributable to Plaintiff's copyrighted website and which are attributable to Plaintiff's catering services. Similarly, it is difficult to determine what portion of Defendant's profits is attributable to its copying of Plaintiff's copyrighted website. In addition, the appeal of Plaintiff's website has generated and, absent Defendant's infringement, would continue to generate significant goodwill. The past, present, and in particular future harm to Plaintiff's reputation and good will is difficult to value and therefore constitutes an injury for which Plaintiff has no adequate remedy at law.

THIRD CLAIM FOR RELIEF

Declaratory Relief As Against All Defendants

42. Plaintiff re-alleges and incorporates by reference each of the foregoing allegations as though set forth in full at this point.

43. There exists an actual and substantial dispute between Plaintiff and Defendants concerning whether Defendant's website is substantially similar to Plaintiff's copyrighted website, and whether Defendant has infringed Plaintiff's copyright. This dispute can only be resolved through judicial interpretation of the provisions of the

1 copyright act of the United States.

2 44. Plaintiff seeks a declaration from the court that Defendant's website is
 3 substantially similar to Plaintiff's copyrighted website.

4
 5 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

6 1. For Actual Damages of no less than \$440,000 suffered by Plaintiff as a result
 7 of Defendants' infringing conduct as provided by 17 U.S.C. § 504, to be proven at trial.

8 2. For any profits gained by Defendants as a result of their infringing conduct as
 9 provided by 17 U.S.C. § 504.

10 3. In the alternative, for statutory damages and, because Defendants'
 11 infringement was committed willfully, for increased statutory damages pursuant to 17
 12 U.S.C. 504(c)(2).

13 3. For the costs of this suit and the reasonable attorneys' fees incurred by
 14 Plaintiff in investigating and prosecuting this action.

15 4. For a preliminary and permanent injunction to restrain the further
 16 infringement of Plaintiff's exclusive rights.

17 5. That the Court grant to Plaintiff such other and additional relief as is just and
 18 proper.

19 Respectfully Submitted,
 20 **WIRTZ LAW APC**

21 By: /s/ Richard M. Wirtz
 22 Richard M. Wirtz
 23 Attorney for Plaintiff

24 **PATENT TECHNOLOGY, LLC**

25 By: /s/ Michael E. Klicpera
 26 Michael E. Klicpera
 27 Attorney for Plaintiff
 28

WIRTZ LAW APC
TRIAL ATTORNEYS
Business | Real Estate | Employment | Intellectual Property
4365 Executive Drive, Suite 1460 6405 San Vicente, Suite 350
San Diego, CA 92121 Los Angeles, CA 90048
858.259.5009 310.226.5151

Exhibit A

Copy of Plaintiff's Copyright Registration Certificate

Exhibit B

Screen Shot of Plaintiff's Calendar View

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
26
27
28


[Printable Calendar](#)
[Check Out](#)
[Help](#)
[Rate Lunches](#)
[Easy Order](#)
[Entrees](#)
[Calendar](#)

Calendar
Switch to Classic Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	9/9	9/10	9/11	9/12	9/13
Christine	Not available	Not available	Choose	Choose	Choose
Keith	Not available	Not available	Choose	Choose	Choose
Susie	Not available	Choose	Choose	Choose	Choose
Johnny	Not available	Choose	Choose	Choose	Choose
	9/16	9/17	9/18	9/19	9/20
Christine	Choose	Choose	Choose	Choose	Choose
Keith	Choose	Choose	Choose	Choose	Choose
Susie	Choose	Choose	Choose	Choose	Choose
Johnny	Choose	Choose	Choose	Choose	Choose
	9/23	9/24	9/25	9/26	9/27
Christine	Choose	Choose	Choose	Choose	Choose
Keith	Choose	Choose	Choose	Choose	Choose
Susie	Choose	Choose	Choose	Choose	Choose

Exhibit C

Screen Shot of Plaintiff's Dialogue Box with
“Overview” Tab in View

choicelunch

Christine Cosby

Help

Rate Lunches

Easy Order

Entrees

Calendar

choicelunch

	9/9	TODAY	9/10	9/11	9/12	9/13
Christine	Not available	+	Not available	+	Choose	+
Keith	Not available	+	Not available	+	Choose	+
Susie	Not available	+	Choose	+	Choose	+
Johnny	Not available	+	Choose	+	Choose	+

	9/16	9/17	9/18	9/19	9/20
Christine	Choose	+	+	Choose	+
Keith	Choose	+	×	Choose	+

Schedule lunch for Keith, September 17 - Choicelunch

Overview Nutrition Allergens

Oven-Baked Chicken Tenders
Baked chicken tenders using only full breasted premium chicken served with a side of roasted potato wedges.

Add to Favorites

Hide from Menu



Regular Meal - \$3.25

Add to Cart

- CLASSIC AMERICAN
- Chicken Tenders
 - Herb Roasted Chicken
 - Annie's Mac & Cheese
- MEXICAN
- Bean & Cheese Burrito
- SANDWICH
- Classic Turkey Sammie
 - Ham & Cheese Hoagie

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
26
27
28

Exhibit D

Screen Shot of Plaintiff's Dialogue Box with
"Nutrition" Tab in View

choicelunch

Calendar

Entrees

Easy Order

Rate Lunches

Help










Christine Cosby

Check Out

Susie	Not available	+	Choose	+	Choose	+	Choose	+
Johnny	Not available	+	Choose	+	Choose	+	Choose	+
Christine	Choose	+	Choose	+	Choose	+	Choose	+
Keith	Choose	+	Choose	+	Choose	+	Choose	+

Schedule lunch for Keith, September 17 - Choicelunch

CLASSIC AMERICAN

	Chicken Tenders	>
	Herb Roasted Chicken	>
	Annie's Mac & Cheese	>
MEXICAN		
	Bean & Cheese Burrito	>
SANDWICH		
	Classic Turkey Sammie	>
	Ham & Cheese Hoagie	>
	Turkey Sub	>
	Egg Salad Sandwich	>
	Chicken Caesar Wrap	>



Add to Cart

Regular Meal - \$3.25

Nutrition Facts - Regular

Serving size: 240 g	
Calories	331 Kcal
Calories From Fat	108 Kcal
Total Fat	12 g
Saturated Fat	2 g
Cholesterol	46 mg
Total Carbohydrates	29 g
Dietary Fiber	1 g
Protein	22 g
Vitamin A	75 mg
Vitamin C	4 mg
Iron	3 g

What comes with the Meal?



- Chosen hot or cold entrée
- Choice of cold drink
- Choice of snack
- Choice of seasonal fresh fruit & vegetables

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
26
27
28

Exhibit E

Screen Shot of Plaintiff's Dialogue Box with
"Allergen" Tab in View



Calendar

Entrees

Easy Order

★

Rate Lunches

Help

Christine Cosbey

Check Out

Susie	Not available	+	Choose	+	Choose	+	Choose	+	Choose	+
	Not available	+	Choose	+	Choose	+	Choose	+	Choose	+
Christine	Choose	+	Choose	+	Choose	+	Choose	+	Choose	+
	Choose	+	Choose	×	Choose	+	Choose	+	Choose	+
Keith	Choose	+	Choose	+	Choose	+	Choose	+	Choose	+
	Choose	+	Choose	+	Choose	+	Choose	+	Choose	+

Schedule lunch for Keith, September 17 - Choicelunch

CLASSIC AMERICAN

	Chicken Tenders	>
	Herb Roasted Chicken	>
	Annie's Mac & Cheese	>
MEXICAN		
	Bean & Cheese Burrito	>
SANDWICH		
	Classic Turkey Sammie	>
	Ham & Cheese Hoagie	>
	Turkey Sub	>
	Egg Salad Sandwich	>
	Chicken Caesar Wrap	>



Regular Meal - \$3.25

Add to Cart

Overview Nutrition Allergens

Allergens

Wheat, Soy, Gluten

PLEASE NOTE:

This information is as complete as possible as of, and is reported to us by our suppliers, based on Choicelunch standard recipes. Variations may occur depending on the supplier, and may change periodically. We will continue to track and update this list.

Choicelunch does not assume responsibility for a person's sensitivity or allergy to any food item provided in our lunch program. Please always consult your health care practitioner for questions regarding your diet.

What comes with the Meal?

- Chosen hot or cold entrée
- Choice of cold drink
- Choice of snack
- Choice of seasonal fresh fruit & vegetables

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
26
27
28

Exhibit F

Screen Shot of Defendant's Calendar View

Order Meals

Meal Calendar

Shopping Cart

Order History

<

SEPTEMBER

>

John	MON 26	TUE 27	WED 28	THU 29	FRI 30
Susie	John	John	John	John	
	Susie	Susie	Susie	Susie	
John	MON 02	TUE 03	WED 04	THU 05	FRI 06
Susie	John	John	John	John	
	Susie	Susie	Susie	Susie	
John	MON 09	TUE 10	WED 11	THU 12	FRI 13
Susie	John	John	John	John	
	Susie	Susie	Susie	Susie	
John	MON 16	TUE 17	WED 18	THU 19	FRI 20
Susie	John	John	Order	Order	Order
	Susie	Susie	Order	Order	Order
John	MON 23	TUE 24	WED 25	THU 26	FRI 27
Susie	Order	Order	Order	Order	Order
	John	John	John	John	
	Susie	Susie	Susie	Susie	
John	MON 30	TUE 01	WED 02	THU 03	FRI 04
Susie	Order	Order	Order	Order	Order
	John	John	John	John	
	Susie	Susie	Susie	Susie	

SHOPPING CART

0 Meals

\$0.00 Subtotal

\$0.00 Total

CHECK OUT

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
26
27
28

Exhibit G

Screen Shot from of Defendant's Dialogue Box with
"Details" Tab in View

Order Meals

[Meal Calendar](#)
[Shopping Cart](#)
[Order History](#)

Shopping Cart

Order History

SEPTEMBER

SHOPPING CART

0 Meals

\$0.00 Subtotal

\$0.00 Total

CHECK OUT

	MON 26	TUE 27	WED 28	THU 29	FRI 30
John	John			John	
Susie	Susie			Susie	
	MON 02	TUE 03	WED 04	THU 05	FRI 06
John	John			John	
Susie	Susie			Susie	
	MON 09	TUE 10	WED 11	THU 12	FRI 13
John	John			John	
Susie	Susie			Susie	
	MON 16	TUE 17	WED 18	THU 19	FRI 20
John	John				
Susie	Susie				

Ordering Lunch for Wed, Sep 18th



Fish Sticks & Rice Pilaf

California Roll Sushi, Rice and Edamame

Chicken Caesar Salad with Breadstick

Asian Noodle Salad DF

Sunbutter & Jelly Sandwich (Nut Free)
NE

Turkey & Cheddar Sandwich

California Roll Sushi. Rice and Edamame

A west coast favorite that's named after our state?? Imitation crab, avocado, and shredded carrot, wrapped in nori (seaweed), includes one cup of healthy brown rice and half cup of edamame, sprinkled with toasted white sesame seeds

Regular Size \$5.00

7

[ADD TO CART](#)

	MON 23	TUE 24	WED 25	THU 26	FRI 27
John	Order	Order	Order	Order	Order
Susie	Order	Order	Order	Order	Order
	MON 30	TUE 01	WED 02	THU 03	FRI 04
John	Order	Order	Order	Order	Order
	thehrdchapel.eatnow.thelunchmaster.com/accounts/5849/calendar#menu_item2801				
			Order	Order	Order

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
26
27
28

Exhibit H

Screen Shot from of Defendant's Dialogue Box with
"Nutrition" Tab in View

Order Meals

Meal Calendar | Shopping Cart | Order History

SEPTEMBER

0 Meals

SHOPPING CART

\$0.00 Subtotal

\$0.00 Total

CHECK OUT

<		SEPTEMBER		>	
John	MON 26	TUE 27	WED 28	THU 29	FRI 30
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie
John	MON 02	TUE 03	WED 04	THU 05	FRI 06
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie
John	MON 09	TUE 10	WED 11	THU 12	FRI 13
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie
John	MON 16	TUE 17	WED 18	THU 19	FRI 20
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie

Ordering Lunch for Wed, Sep 18th

Fish Sticks & Rice Pilaf

California Roll Sushi, Rice and Edamame

Chicken Caesar Salad with Breadstick

Asian Noodle Salad, DF

Sunbutter & Jelly Sandwich (Nut Free) DF

Turkey & Cheddar Sandwich

Calories 815.0

Cholesterol 25.0

Fiber 12.67

Iron 6.88

Calcium 167.22

Vit A 108

Regular Size \$5.00

1

ADD TO CART

John	MON 23	TUE 24	WED 25	THU 26	FRI 27
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie
John	MON 30	TUE 01	WED 02	THU 03	FRI 04
Susie	John	John	John	John	John
	Susie	Susie	Susie	Susie	Susie

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
26
27
28

Exhibit I

Screen Shot from of Defendant's Dialogue Box with
"Allergen" Tab in View

	MON 26	TUE 27	WED 28	THU 29	FRI 30
John	John		John	John	John
Susie	Susie	Susie	Susie	Susie	Susie
	MON 02	TUE 03	WED 04	THU 05	FRI 06
John	John	John	John	John	John
Susie	Susie	Susie	Susie	Susie	Susie
	MON 09	TUE 10	WED 11	THU 12	FRI 13
John	John	John	John	John	John
Susie	Susie	Susie	Susie	Susie	Susie
	MON 16	TUE 17	WED 18	THU 19	FRI 20
John	John	John	John	John	John
Susie	Susie	Susie	Susie	Susie	Susie
			Order	Order	Order

Ordering Lunch for Wed, Sep 18th



This meal contains the following allergens:

Wheat Soy Fish Shellfish

Fish	Soy
------	-----

Wheat

Shellfish

Fish	Soy
------	-----

Wheat

Regular Size \$5.00

1

ADD TO CART

	MON 23	TUE 24	WED 25	THU 26	FRI 27
John	Order	John	John	John	
Susie	Order	Susie	Susie	Susie	
	MON 30	TUE 01	WED 02	THU 03	FRI 04
John	Order	John	John	John	
Susie	Order	Susie	Susie	Susie	