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Filing date: **11/26/2014**

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

Proceeding	92055558
Party	Plaintiff Economy Rent-A-Car, Inc.
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Signature	/Melissa Alcantara/
Date	11/26/2014
Attachments	1 Notice of Filing Muniz Transcript (Redacted).pdf(116068 bytes ) ALEJANDRO L. MUNIZ 10-24-2014.fullprint_pdf.pdf(2112427 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 1.PDF(325823 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 2.pdf(4515453 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 3.PDF(262877 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 4.PDF(245538 bytes ) Redacted - Muniz Exhibit 5.PDF(24265 bytes ) Redacted - Muniz Exhibit 6.PDF(24208 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 7.PDF(341120 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 8.PDF(3155815 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 9.PDF(3716007 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 10.pdf(1829377 bytes ) Redacted - Muniz Exhibit 11.PDF(24420 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 12.PDF(363468 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 13.PDF(517965 bytes ) Redacted - Muniz Exhibit 14.PDF(23983 bytes ) Redacted - Muniz Exhibit 15.PDF(24666 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 16.PDF(803279 bytes ) Redacted - Muniz Exhibit 17.PDF(24531 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 18.PDF(1325154 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 19.PDF(3103716 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 20.PDF(4432470 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 21.PDF(3633292 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 22.PDF(342901 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 23.PDF(304005 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 24.PDF(677156 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 25.pdf(1468234 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 26.PDF(402699 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 27.PDF(547028 bytes ) Redacted - Muniz Exhibit 28.PDF(25375 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 29.PDF(621965 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 30.PDF(446115 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 31.PDF(2725254 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 32.pdf(1244620 bytes ) 226713 MUNIZ.ALEJANDRO EXHIBIT 33.pdf(1593302 bytes )

	226713 MUNIZ.ALEJANDRO EXHIBIT 34.PDF(484510 bytes )
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<hr/>	)	
<b>ECONOMY RENT-A-CAR, INC.</b>	)	
	)	
Petitioner,	)	
	)	
<b>v.</b>	)	<b>Cancellation No. 92055558</b>
	)	
<b>EMMANOUIL KOKOLOGIANIS</b>	)	<b>Registration No. 3256667</b>
<b>AND SONS, SOCIETE</b>	)	
<b>ANONYME OF TRADE,</b>	)	
<b>HOTELS AND TOURISM S.A.</b>	)	
	)	
Respondent.	)	
<hr/>	)	

**COMBINED NOTICE OF FILING OF TESTIMONY TRANSCRIPT AND  
EXHIBITS PURSUANT TO 37 CFR 2.125(c) and NOTICE OF SERVICE OF  
TRANSCRIPT AND EXHIBITS PURSUANT TO 37 CFR 2.125(a)**

Petitioner, Economy Rent-A-Car, Inc. hereby files a corrected version of the trial testimony of Alejandro Muniz, taken on October 24, 2014 along with the Trial Exhibits Nos. 1 through 34, namely:

- Exhibit No. 1.....Corrected Notice of Testimony Deposition re: A. Muniz
- Exhibit No. 2.....Copy of Petitioner’s website as of December 2012
- Exhibit No. 3.....U.S. Trademark Registration No. 3,786,010 owned by Proveedores y Soluciones DAC S.A.
- Exhibit No. 4.....U.S. Trademark Registration No. 3,846,482 owned by Proveedores y Soluciones DAC S.A.
- Exhibit No. 5.....Trademark License Agreement between Proveedores y Soluciones DAC, S.A. and Economy Rent-A-Car Leasing, Inc. (CONFIDENTIAL)
- Exhibit No. 6.....Trademark Sub-license Agreement between Economy Rent-A-Car Leasing, Inc. and Economy Rent-A-Car, Inc. (CONFIDENTIAL)
- Exhibit No. 7.....California State Service Mark Registration No. 049604 owned by UDBC, Inc.
- Exhibit No. 8.....Yellow Pages ad for Economy Rent-A-Car in Los Angeles, CA

- Exhibit No. 9.....Photograph of Economy Rent-A-Car sign
- Exhibit No. 10.....Map of Los Angeles County showing locations of Economy Rent-A-Car
- Exhibit No. 11..... Trademark Assignment between UDBC, Inc. and Proveedores y Soluciones DAC S.A. (CONFIDENTIAL)
- Exhibit No. 12.....Assignment of Trademark or Service Mark by UDBC, Inc.
- Exhibit No. 13.....Application for California State Registration of Trademark or Service Mark by UDBC, Inc.
- Exhibit No. 14.....Trademark *Nunc Pro Tunc* License Agreement Between Proveedores y Soluciones DAC S.A. and Economy Rent-A-Car Leasing, Inc. (CONFIDENTIAL)
- Exhibit No. 15.....Trademark *Nunc Pro Tunc* Sub-License Agreement between Economy Rent-A-Car Leasing, Inc. and Economy Rent-A-Car, Inc. (CONFIDENTIAL)
- Exhibit No. 16.....Trademark License Agreement between Economy Rent-A-Car, Inc. and UDBC, Inc.
- Exhibit No. 17.....Affiliate Agreement Between Economy Rent A Car, Inc. and Allied Rent A Car, Inc. (CONFIDENTIAL)
- Exhibit No. 18.....Copy of a Rental Agreement with Allied Rent A Car
- Exhibit No. 19.....Photograph of UDBC's Economy Rent A Car office in the Van Nuys California location
- Exhibit No. 20.....Copy of the USPTO TESS record for US Trademark Registration No. 3,786,010 owned by Proveedores y Soluciones DAC S.A.
- Exhibit No. 21.....LinkedIn profile of Alejandro Muniz
- Exhibit No. 22.....Printout of a page from the Florida Department of State website, showing information re Economy Rent A Car of Miami Corp.
- Exhibit No. 23.....Printout of a page from the Florida Department of State website, showing information re Economy Rent A Car Corp.
- Exhibit No. 24.....Document entitled "Business Entity Detail" showing information re Economy Rent-A-Car, Inc.
- Exhibit No. 25.....Document re rental car show in Las Vegas - "Car Rental Companies" from *Fact Book 2013*
- Exhibit No. 26.....Agreement typed in the Spanish language
- Exhibit No. 27.....Declaration of Alejandro Muniz
- Exhibit No. 28.....Exhibits 1 and 2 to the Declaration of Alejandro Muniz (CONFIDENTIAL)
- Exhibit No. 29.....Exhibit 3 to the Declaration of Alejandro Muniz
- Exhibit No. 30.....Agreement for Use of Service Mark re: Economy Rent-A-Car between UDBC, Inc. and BLT Consulting, LLC
- Exhibit No. 31.....Photographs of Economy Rent-A-Car office located in Van Nuys, CA
- Exhibit No. 32.....Photographs of Economy Rent-A-Car office located in Van Nuys, CA



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **COMBINED NOTICE OF FILING OF TESTIMONY TRANSCRIPT AND EXHIBITS PURSUANT TO 37 CFR 2.125(C) AND NOTICE OF SERVICE OF TRANSCRIPT AND EXHIBITS PURSUANT TO 37 CFR 2.125(A)** was served this 26th day of November, 2014, upon Respondent's counsel of record, *via* fax transmission, email and first class mail, postage prepaid, as identified below:

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

-----+	
ECONOMY RENT-A-CAR, INC.,	
Petitioner,	
vs.	Cancellation No.:
EMMANOUIL KOKOLOGIANIS	92055558
AND SONS, SOCIETE ANONYME	
OF TRADE, HOTELS AND	Registration No.:
TOURISM,	3256667
Respondent.	
-----+	

Deposition of Alejandro L. Muniz  
Washington, D.C.  
Friday, October 24th, 2014  
9:00 a.m.

Reported by: Laurie Bangart, RPR, CRR, CLR

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Deposition of  
ALEJANDRO L. MUNIZ

Held at the offices of:

Dickinson Wright, PLLC  
1875 Eye Street, NW  
Suite 1200  
Washington, D.C. 20006  
(202) 785-4644

Taken pursuant to notice, before  
Laurie Bangart, Registered Professional  
Reporter, Certified Realtime Reporter, and  
Notary public in and for the District of  
Columbia.

A P P E A R A N C E S

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24 (The original Exhibit 31 was stricken and replaced by  
25 this exhibit. See page 125.)

1 P R O C E E D I N G S

2 ALEJANDRO LAZARO MUNIZ,

3 having been first duly sworn, testified

4 upon his oath as follows:

5 EXAMINATION BY COUNSEL FOR PETITIONER

6 BY MR. LITTLEPAGE:

7 Q Good morning, Mr. Muniz. Could you please  
8 state your name and address for the record.

9 A Alejandro Lazaro Muniz. I live in Costa  
10 Rica, 1081 Centro Colon, San Jose, Costa Rica, P.O.  
11 Box 1007.

12 Q Could you spell your middle name for the  
13 record?

14 A L-A-Z-A-R-O.

15 Q Are you employed?

16 A Yes, I am.

17 Q By whom?

18 A By Proveedores y Soluciones DAC, S.A.  
19 Proveedores Solutions DAC, a Costa Rican corporation,  
20 and I'm also employed by Economy Rent-A-Car Leasing, a  
21 Nevada corporation, and Economy Rent-A-Car, Inc., a  
22 Delaware corporation.

23 Q Are you appearing today to give testimony on  
24 behalf of Economy Rent-A-Car, the Delaware  
25 corporation?

1 A Yes.

2 (Exhibit 1 was marked for  
3 identification.)

4 BY MR. LITTLEPAGE:

5 Q And you're appearing today pursuant to  
6 what's been marked as Exhibit 1, a notice of  
7 deposition.

8 A Yes.

9 Q And is Economy Rent-A-Car, Inc. the named  
10 petitioner in this case?

11 A Yes.

12 Q Does Economy Rent-A-Car, Inc. have a  
13 business address?

14 A Yes, it's 2053 Northwest 79th Avenue, Miami,  
15 Florida.

16 Q Does it have a formal Delaware address?

17 A Yes. 1209 Orange Street, Wilmington,  
18 Delaware.

19 Q Do you hold a corporate officer -- excuse  
20 me. Do you hold a corporate office with Economy  
21 Rent-A-Car, Inc.?

22 A Yes.

23 Q What's that office?

24 A President.

25 Q Are you a director in that company?

1 A Yes.

2 Q Are you familiar with the nature of Economy  
3 Rent-A-Car's business?

4 A Yes.

5 Q Does it have any licensing relationship with  
6 Proveedores?

7 A Yes.

8 Q Could you describe that relationship?

9 A Proveedores owns and grants the license. It  
10 owns several trademarks and grants license to all  
11 those trademarks to Economy Rent A Car Leasing, the  
12 Nevada corporation, which, in turn, sublicenses its  
13 rights, the rights to the Delaware corporation. Each  
14 of these companies has a specific function within the  
15 Economy Rent-A-Car car rental operation.

16 Proveedores is responsible for registering  
17 all trademarks in the United States and abroad. The  
18 leasing company has administrative functions in  
19 connection with the distribution channels or travel  
20 agencies, and finally Economy Rent-A-Car, Inc., the  
21 Delaware corporation, is responsible for obtaining  
22 sublicensing and supervising the licensees and  
23 affiliates in the US and abroad.

24 Q Those affiliates and licensees, how does the  
25 petitioner obtain those?

1           A     By way of its website, mostly by contacting  
2 them directly, contacting independent car rental  
3 companies directly, or by attending several --  
4 promoting its services through several trade shows.

5           Q     Does the petitioner have affiliates?

6           A     Yes.

7           Q     How many?

8           A     We have 49 affiliates that operate in 87  
9 locations around the world. 12 of those affiliates  
10 are in the US and operate in 22 airport and city  
11 locations, in mostly leisure markets, Florida,  
12 California, New York, Puerto Rico and other states.

13          Q     How about in Alaska?

14          A     I can name them all, yeah. Alaska, Virgin  
15 Islands, New Jersey, Pennsylvania. I think that's all  
16 of them.

17          Q     Hawaii?

18          A     And Hawaii, yes.

19          Q     Does it interact -- does the petitioner  
20 interact with these affiliates and licensees?

21          A     Yes.

22          Q     Describe that interaction.

23          A     Well, my brother, Daniel Muniz -- my  
24 brother, Daniel Muniz, myself or my affiliate  
25 director, Allan Wagner, are in weekly, if not daily,

1 communications with our affiliates.

2 We also investigate our -- not  
3 "investigate." We also visit our locations from time  
4 to time to ensure that they are correctly using the  
5 Economy mark as per the instructions of our company.

6 Q Does the petitioner provide any services to  
7 its affiliates?

8 A Yes.

9 Q Can you describe those services?

10 A We are responsible for creating and paying  
11 for interior signage and some billboards at airports.  
12 We create online marketing campaigns and provide the  
13 affiliates with exposure on major online travel  
14 agencies.

15 We also handle customer service complaints,  
16 and collect money, collect revenue from the  
17 affiliates. We also collect revenues from the  
18 affiliates in relation to the affiliate service  
19 agreement.

20 That's about it, I think.

21 Q What does the petitioner do with the  
22 revenues it obtains from its affiliates?

23 MS. GOBAT: My clarification is for  
24 the question before that. Could you repeat  
25 that question.

1 (Whereupon, reporter reads  
2 requested material.)

3 MS. GOBAT: Those being the  
4 services that petitioner provides to the  
5 affiliates?

6 MR. LITTLEPAGE: Correct.

7 MS. GOBAT: And one of the things  
8 that you mentioned, Alejandro, was to collect  
9 revenues, so the petitioner collects revenues  
10 from the affiliates?

11 THE WITNESS: (Nods.)

12 BY MR. LITTLEPAGE:

13 Q So what do you do with the revenues that are  
14 collected from the affiliates?

15 A We distribute a portion of these revenues to  
16 Proveedores and the leasing company so that they can  
17 fulfill their functions.

18 Q Does it have -- does the petitioner have any  
19 licensing relationship with the affiliates?

20 A Yes. As I mentioned, it is responsible for  
21 licensing the affiliates.

22 Q Does it have a licensing -- well, strike  
23 that.

24 Do you know of a company known as UDBC,  
25 Inc.?

1 A Yes.

2 Q Do you know an individual by the name of Bob  
3 Martyn?

4 A Yes.

5 Q Does the petitioner have a licensing  
6 relationship with Bob Martyn's company, UDBC, Inc.?

7 A Yes.

8 Q Could you describe that relationship?

9 A The petitioner is the licensor of UDBC,  
10 Mr. Martyn's company, as described in the license  
11 agreement between the petitioner and UDBC.

12 (Exhibit 2 was marked for  
13 identification.)

14 BY MR. LITTLEPAGE:

15 Q Mr. Muniz, I've handed you what's been  
16 marked as Exhibit 2 and ask if you can identify that  
17 exhibit.

18 A This is a copy of the petitioner's website  
19 as of December 2012.

20 Q Did you personally print this copy of your  
21 company's website pages in December of 2012?

22 A Yes.

23 Q Is it a true and accurate copy of the pages  
24 displayed at petitioner's website in December of 2012  
25 on the Internet?

1 A Yes.

2 Q And when I say "in December," I'm referring  
3 to December 20, 2012, correct?

4 A Yes.

5 Q At what domain name were the website pages  
6 obtained?

7 A Economyrentacar.com.

8 Q And who owns that website domain name?

9 A The petitioner, the Delaware company.

10 (Exhibit 3 and Exhibit 4 were  
11 marked for identification.)

12 BY MR. LITTLEPAGE:

13 Q Mr. Muniz, I've handed you two documents  
14 that have been marked as Exhibit 3 and Exhibit 4.  
15 Could you identify those?

16 A These are the federal registrations owned by  
17 Proveedores of the trademark.

18 Q Is Economy Rent-A-Car, Inc. entitled to use  
19 the registered trademarks shown in Exhibit 3 and  
20 Exhibit 4?

21 A Yes.

22 Q Is it entitled to use Economy Rent A Car in  
23 plain block lettering with no design feature?

24 A Yes.

25 Q How is Economy Rent-A-Car, Inc. entitled to

1 use the trademarks?

2 A By way of a license agreement between  
3 Proveedores and Economy Rent-A-Car Leasing and a  
4 sublicense to the Delaware company, from leasing to  
5 the Delaware company.

6 (Exhibit 5 was marked for  
7 identification.)

8 BY MR. LITTLEPAGE:

9 Q Mr. Muniz, you've been handed a document  
10 identified as Exhibit 5. Could you tell us what that  
11 is.

12 A It's a trademark license agreement between  
13 Proveedores and Economy Rent-A-Car Leasing.

14 Q Is that the Nevada corporation?

15 A Yes, sir.

16 Q Is that your signature on the last page of  
17 Exhibit 5?

18 A Yes, sir.

19 Q Is it a true and accurate copy of the  
20 license agreement?

21 A Yes.

22 Q What trademarks are licensed under that  
23 agreement?

24 A Economy and Economy Rent A Car.

25 Q Is that license still in effect?

1 A Yes.

2 Q Did the license provide the Nevada company  
3 with the right to sublicense use of the trademarks?

4 A Yes.

5 (Exhibit 6 was marked for  
6 identification.)

7 BY MR. LITTLEPAGE:

8 Q Mr. Muniz, we've handed you what's been  
9 marked as Exhibit 6. Can you identify that?

10 A This is a trademark sublicense agreement  
11 between Economy Rent-A-Car Leasing and Economy  
12 Rent-A-Car, Inc.

13 Q And Economy Rent-A-Car, Inc. is the  
14 petitioner?

15 A Yes.

16 Q Is that your signature on the last page of  
17 that document?

18 A Yes.

19 Q Is Exhibit 6 a true and accurate copy of the  
20 license agreement?

21 A Yes.

22 Q Did there come a time when the Costa Rican  
23 company, Proveedores, acquired trademark rights in  
24 California regarding Economy Rent-A-Car?

25 A Yes.

1 Q How did that come about?

2 A Well, after doing business in Florida and  
3 proving our business model, there were several  
4 affiliates. In 2010, we decided that we should enter  
5 the second largest leisure market for car rental,  
6 namely, California. And so I asked counsel for a  
7 trademark search of all the companies in the state of  
8 California that were using the word "Economy" in their  
9 business name.

10 Q And you, did you receive that search report?

11 A I did.

12 Q Did that search report, the listings in that  
13 search report lead you to conduct any further  
14 investigations?

15 A Yes. I found that there was a listing for  
16 Economy Rent-A-Car -- for Economy. I found that there  
17 was a listing for Economy and, and that there were  
18 several listings for Economy in that location, and  
19 that further investigation was going to be required.

20 Q Did the location of Bob Martyn's car rental  
21 company come to your attention during that  
22 investigation?

23 A Yes.

24 Q Did you attempt to confirm Bob Martyn's  
25 rights in the Economy Rent-A-Car name or mark?

1 A Yes.

2 Q How did you go about confirming that?

3 A I got a certificate of the California  
4 registration, state registration -- excuse me -- from  
5 counsel, and I also looked up the company online and  
6 saw that they had listings on the yellow pages.

7 (Exhibit 7 was marked for  
8 identification.)

9 BY MR. LITTLEPAGE:

10 Q Mr. Muniz, we've handed you what's been  
11 marked as Exhibit 7. Is that a copy -- well, could  
12 you identify that.

13 A This is a copy of the state registration of  
14 the, of UDBC.

15 Q And is that the registration that was --  
16 that you were provided by counsel?

17 A Right, with the service mark for Economy  
18 Rent-A-Car.

19 Q Did your investigation lead to any  
20 negotiations to purchase the mark from Mr. Martyn?

21 A Yes.

22 Q Could you explain that? Well, strike that.  
23 Could you explain why you entered into those  
24 negotiations with Mr. Martyn?

25 A Well, we believed he had bona fide prior

1 common law rights and that his rights were superior to  
2 the other companies that we had investigated, and in  
3 order to enter the state of California without  
4 infringing on those rights, we would have to obtain  
5 them.

6 Q Were you ultimately able to obtain an  
7 assignment of those common law trademark rights?

8 A Yes.

9 (Exhibit 8 was marked for  
10 identification.)

11 BY MR. LITTLEPAGE:

12 Q We've handed you what's been marked as  
13 Exhibit 8. What is that, Mr. Muniz, if you know?

14 A It's a copy of a Yellow Page ad for Economy  
15 Rent-A-Car that I printed out during my investigation  
16 of Mr. Martyn's company.

17 Q And that investigation was actually in --  
18 when did you print that out?

19 A I printed this out in September of 2009.

20 Q Is it a true and accurate copy of the  
21 yellowpages.com ad you retrieved in connection with  
22 Bob Martyn's business in of September of 2009?

23 A Yes.

24 Q Did that tell you anything?

25 A It told me that a company using the Economy

1 Rent-A-Car name was possibly doing business in  
2 Sepulveda Boulevard in Van Nuys, California.

3 Q Did you believe that a rental car company  
4 was still operating under that name, based on that  
5 Internet listing?

6 A Not necessarily. Solely -- I didn't base my  
7 investigation solely on the listing from the Yellow  
8 Pages.

9 Q Why?

10 A Well, to make sure -- I wanted to ensure  
11 that the company was still operational.

12 Q Did you undertake any further investigation  
13 of Mr. Martyn's company in Van Nuys?

14 A So after seeing the state registration and  
15 our initial research of all the companies listed in  
16 the first trademark report, months later I asked for  
17 counsel to do a second trademark report with the  
18 listed companies, using the Economy mark, and  
19 Mr. Martyn's company now failed to show up in this new  
20 report that I did [sic].

21 This led me to, to want to ensure the status  
22 of the company personally, and so on about July of  
23 2010 I traveled to, to California to investigate the  
24 listings found in the first report.

25 MS. GOBAT: Excuse me. Did you say

1 July 2010?

2 THE WITNESS: Yes, I did. That's  
3 what I said.

4 BY MR. LITTLEPAGE:

5 Q Could it have been in June of 2010?

6 A Thank you. Yes. June of 2010.

7 Q So it's June of 2010 when you traveled to  
8 the Van Nuys area?

9 A That's correct.

10 Q Okay.

11 (Exhibit 9 was marked for  
12 identification.)

13 BY MR. LITTLEPAGE:

14 Q Mr. Muniz, we've handed you what's been  
15 marked as Exhibit 9. Could you identify it.

16 A This is the picture of the signage I found  
17 on the exterior of Mr. Martyn's company during my  
18 investigation. This was in Van Nuys, California.

19 Q Is it a copy of a photograph?

20 A Yes.

21 Q Who took the photograph?

22 A I did.

23 Q When was it taken?

24 A In June of 2010.

25 Q Is it a fair and accurate representation of

1 the sign as it appeared that day and at that location?

2 A Yes.

3 Q Why was it taken?

4 A It was part of my investigation, and I would  
5 use it to later corroborate that his company was  
6 displaying the sign, the mark.

7 (Exhibit 10 was marked for  
8 identification.)

9 BY MR. LITTLEPAGE:

10 Q Mr. Muniz, you've been handed what's been  
11 marked as Exhibit 10. Can you identify that.

12 A This is a copy of a promotional flyer that  
13 was being handed out at Mr. Martyn's or at the Van  
14 Nuys location that I obtained during my investigation  
15 in June of 2010.

16 Q Did you learn anything else during your  
17 investigation?

18 A Well, yes. After arriving and seeing that  
19 the location was fully operational and that it was  
20 providing car rental services to the public, and  
21 seeing the signage on the exterior of the building and  
22 speaking to the employees, I realized that the company  
23 was still active in providing car rental services, and  
24 had been doing so since the 1990s. This is also based  
25 on what I saw in the California state registration.

1 (Exhibit 11 was marked for  
2 identification.)

3 BY MR. LITTLEPAGE:

4 Q Mr. Muniz, you've been handed what's been  
5 marked as Exhibit 11. Can you identify that.

6 A This is a trademark assignment between UDBC  
7 and Proveedores the Costa Rican company.

8 Q Is this a true and accurate copy of the  
9 trademark assignment between those two companies?

10 A Yes.

11 Q It is dated when, the signatures?

12 A The 9th of December, 2010.

13 MS. GOBAT: Excuse me. What  
14 signatures are you referring to?

15 BY MR. LITTLEPAGE:

16 Q The signature on, the signature on Exhibit  
17 11. I'm sorry. It should be -- I said plural. Let  
18 me follow up with that.

19 Mr. Muniz, there's a signature on page 2 of  
20 Exhibit 11.

21 A Okay.

22 Q And the signature is dated when? And I'm  
23 referring to the signature adjacent to Bob Martyn's  
24 name.

25 A Yeah, sorry. The 9th of December, 2010.

1 Q At page 1 of Exhibit 11, at page 1 in the  
2 second paragraph, which would be, beginning with the  
3 first "whereas" -- do you see that?

4 A Yes.

5 Q Could you read that paragraph into the  
6 record.

7 A "Whereas, Assignor has adopted and has,  
8 since at least as early as December 23, 1993,  
9 continuously used and is now using the service mark  
10 Economy Rent-A-Car, hereinafter The Mark, in  
11 connection with rental car services in the state of  
12 California."

13 Q Was that warranty consistent with your own  
14 investigation of UDBC's use of Economy Rent-A-Car in  
15 Van Nuys?

16 A Yes.

17 (Exhibit 12 was marked for  
18 identification.)

19 BY MR. LITTLEPAGE:

20 Q Mr. Muniz, can you identify what's been  
21 marked as Exhibit 12.

22 A This is the assignment of trademark between  
23 UDBC and Proveedores for the Economy Rent-A-Car mark.

24 Q Is it an assignment of the state  
25 registration?

1 A Yes.

2 Q Is that a true and accurate copy of that  
3 assignment?

4 A Yes.

5 Q Is the California state trademark  
6 registration still valid and in effect?

7 A Yes.

8 (Exhibit 13 was marked for  
9 identification.)

10 BY MR. LITTLEPAGE:

11 Q Mr. Muniz, you've been handed what's been  
12 marked as Exhibit 13. Can you identify that document?

13 A This is a copy of the state registration for  
14 Economy by UDBC.

15 Q Could you turn your attention to the last  
16 page of that exhibit. Or the next to the last page.  
17 I'm sorry.

18 According to that -- is it your  
19 understanding that is a flyer that was distributed by  
20 Bob Martyn's company?

21 A Yes.

22 Q And according to the flyer attached to that,  
23 that exhibit, what trademark was being used by  
24 Mr. Martyn's company to support his application for  
25 registration?

1 A Economy Rent-A-Car.

2 Q And in connection with what services?

3 A Renting and leasing of automobile vehicles.

4 Q Was your investigation of Bob Martyn's  
5 company, UDBC, prompted by the present cancellation  
6 proceeding?

7 A No.

8 Q Was the acquisition of California rights in  
9 the Economy Rent-A-Car mark prompted by any knowledge  
10 of the respondent or the respondent's registered mark?

11 A No.

12 Q Did the decision to acquire UDBC's trademark  
13 rights in California have anything to do with this  
14 litigation?

15 A No.

16 Q What prompted the decision to purchase the  
17 trademark rights?

18 A We believed that Mr. Martyn's company, UDBC,  
19 had superior rights [sic], prior common law rights,  
20 and we wanted to protect Economy affiliates in order  
21 for Economy Rent-A-Car, Inc. to grant licenses in the  
22 state of California.

23 Q And did you conclude that UDBC --

24 A I'm sorry. To allow Economy Rent-A-Car,  
25 Inc. to provide licenses in the state of California.

1 Q Did you conclude that UDBC had trademark  
2 rights in the Economy Rent-A-Car trademark?

3 A Yes.

4 Q Did you conclude that there was goodwill in  
5 that name or mark?

6 A Yes.

7 Q How did you reach that conclusion?

8 A Well, through the investigation that I  
9 mentioned before, and by me going there, and by the  
10 state registration and the copies of the Yellow Page  
11 ads and the promotional flyers that were being handed  
12 out, and their online car rental business, I concluded  
13 that they were offering car rental services to the  
14 public and had been doing so since the 1990s in Van  
15 Nuys.

16 Q Did you make any assessment as to the value  
17 of the location of Mr. Martyn's rental car operation?

18 A Yes.

19 Q What did you conclude?

20 A I thought it was an excellent location. It  
21 was located half a mile from the San Diego freeway,  
22 about a mile from the Van Nuys airport, and very near  
23 an intersection between two major highways.

24 Q Is there any document that petitioner claims  
25 provides it with the right to license marks containing

1 the word "Economy"?

2 A Yes.

3 Q And what document is that?

4 A Exhibit 6, the sublicense agreement between  
5 Economy Rent-A-Car Leasing and the Delaware  
6 corporation.

7 What exactly was the question again? I'm  
8 sorry.

9 Q I think you answered it.

10 A Okay. I just wanted to make sure it was the  
11 leasing to the Delaware corporation.

12 Q Okay.

13 (Exhibit 14 was marked for  
14 identification.)

15 BY MR. LITTLEPAGE:

16 Q Mr. Muniz, can you identify what's been  
17 marked as Exhibit 14.

18 A This is a license agreement between  
19 Proveedores and the leasing company, the Nevada  
20 corporation, for the Economy Rent-A-Car mark.

21 Q Is that the Economy Rent-A-Car mark obtained  
22 from UDBC?

23 A Yes.

24 Q When was the license -- when was the license  
25 or when was a license granted?

1           A       The verbal license was granted on  
2       December 10, 2010.

3           Q       Did you advise anyone of your verbal grant  
4       of the license at that time?

5           A       Yes.

6           Q       Who did you so advise?

7           A       My brother, Daniel Muniz, and Bob Thunell.

8           Q       With regard to the written document shown in  
9       Exhibit 14, when was that license executed?

10          A       On May 30, 2014.

11          Q       Why was there a delay in executing the  
12       document, a delay between the verbal grant and the  
13       actual execution of a written document?

14          A       I believed that my verbal authorization was  
15       sufficient, but after it came into question in this  
16       trial, I decided to formalize the agreement by way of  
17       this written agreement, document.

18                       (Exhibit 15 was marked for  
19                       identification.)

20       BY MR. LITTLEPAGE:

21          Q       Mr. Muniz, can you identify what's been  
22       marked as Exhibit 15.

23          A       This is a trademark sublicense agreement  
24       between Economy Rent-A-Car Leasing and Economy  
25       Rent-A-Car, Inc., the Delaware corporation, for the

1 Economy Rent-A-Car mark.

2 Q Prior to executing that document, had any  
3 verbal license been granted by the Nevada company to  
4 the Delaware company?

5 A Yes. On December 10 I verbally licensed  
6 the -- or authorized the license between the  
7 companies, the sublicense between the companies.

8 Q Okay. Did you advise anyone of your verbal  
9 grant of the license at that time?

10 A Yes.

11 Q Who?

12 A My brother Daniel Muniz and Bob Thunell.

13 Q Now, when was the written document executed?

14 A May 30, 2014.

15 Q Why was there a delay in executing the  
16 written document following the verbal grant?

17 A Again, I believed that my verbal  
18 authorization was sufficient, but when it came into  
19 question in this case, I decided to formalize it by  
20 way of this written document.

21 Q Has your company, the Delaware petitioner,  
22 granted any licenses to use the mark acquired from  
23 UDBC?

24 A Yes.

25 Q To who?

1           A       We've granted it to several locations in the  
2 California area.

3                   MS. GOBAT: I'm sorry. Could you  
4 repeat that question? I missed the beginning  
5 of the question.

6                           (Whereupon, reporter reads  
7 requested material.)

8                   MS. GOBAT: Thank you.

9 BY MR. LITTLEPAGE:

10           Q       And some of those companies are who in  
11 California?

12           A       UDBC, Allied Rent-a-Car, America Car Rental,  
13 and HTL Automotive.

14                           (Exhibit 16 was marked for  
15 identification.)

16 BY MR. LITTLEPAGE:

17           Q       Mr. Muniz, can you identify what's been  
18 marked as Exhibit 16.

19           A       This is the trademark agreement, license  
20 agreement between Economy Rent-A-Car, Inc., the  
21 Delaware corporation, and UDBC.

22           Q       When was that license executed?

23           A       It was executed on the 26th of February,  
24 2013.

25           Q       Is it a true and accurate copy of the

1 license agreement?

2 A Yes.

3 Q Who granted the license?

4 A The petitioner.

5 Q And who executed the license on behalf of  
6 the petitioner?

7 A I did.

8 (Exhibit \*17 was marked for  
9 identification.)

10 BY MR. LITTLEPAGE:

11 Q For the record, Exhibit 17 has been marked  
12 "confidential attorneys' eyes only," and we will  
13 request that that exhibit be sealed in this case.

14 Mr. Muniz, could you identify Exhibit 17.

15 A This is an affiliate agreement between  
16 Allied Rent A Car and Economy Rent-A-Car, Inc., the  
17 Delaware corporation.

18 Q When was that agreement executed?

19 A In April of 2012. April 20 of 2012.

20 Q Is it a true and accurate copy of the  
21 agreement?

22 A Yes.

23 Q And who executed the agreement on behalf of  
24 the petitioner?

25 A I did.

1 Q Does that agreement relate in any way to the  
2 Economy Rent-A-Car mark acquired from Bob Martyn's  
3 company?

4 A Yes. As you can see in paragraph 1.3, the  
5 words, the licenses for Economy and Economy Rent A Car  
6 names and logos, with or without a stylized design.

7 Q Was the acquisition of rights from UDBC in  
8 2010 important in granting rights under the affiliate  
9 agreement in California?

10 A I'm sorry. Can you please repeat the  
11 question.

12 Q Was the acquisition of rights from UDBC in  
13 2010 important in granting rights under the affiliate  
14 agreements in California?

15 A Yes, certainly.

16 Q Why?

17 A It would allow us to protect the rights of  
18 our -- it would allow Economy -- sorry. Strike that.

19 It would allow us to grant licenses in the  
20 state of California without infringing on the rights  
21 of Mr. Martyn's company.

22 Q Would it protect your affiliates with regard  
23 to infringement by third parties?

24 A Yes, we, we found that this company,  
25 Mr. Martyn's company, had superior rights to any other

1 company that we investigated, and so by obtaining  
2 those rights, we would be able to protect it from any  
3 infringement from third parties.

4 Q Does Allied Rent A Car's use of the Economy  
5 Rent-A-Car mark pursuant to the license -- strike  
6 that.

7 Does Allied use Economy Rent-A-Car pursuant  
8 to the license shown in Exhibit 17?

9 A Yes.

10 Q Has the petitioner reviewed and approved the  
11 trademark usage under that license agreement?

12 A Yes.

13 Q Who on behalf of the petitioner made that  
14 trademark or that review and gave approval to Allied?

15 A I did.

16 Q Does the petitioner inspect its licensed  
17 affiliates?

18 A Yes.

19 Q Does that include Allied Rent A Car?

20 A Yes.

21 Q When was the last time Allied Rent A Car was  
22 inspected by the petitioner?

23 A I believe it was anywhere between March or  
24 April of 2013.

25 Q Who did that inspection?

1 A My father Alex Muniz, Bob Thunell and I did.

2 Q Does petitioner inspect the UDBC Economy  
3 Rent-A-Car location?

4 A Yes.

5 Q When was the last time UDBC Economy  
6 Rent-A-Car location was inspected by petitioner?

7 A It was in late July of 2013 by my brother,  
8 Daniel Muniz, and Bob Thunell.

9 (Exhibit 18 was marked for  
10 identification.)

11 BY MR. LITTLEPAGE:

12 Q Mr. Muniz, you've been handed what's been  
13 marked as Exhibit 18. Can you identify that.

14 A This is a copy of a rental agreement from  
15 our LAX branch, Allied Rent A Car.

16 Q Is it more than one agreement?

17 A Several --

18 Q Okay.

19 A -- rental agreements, yes.

20 Q Is that use of the Economy Rent A Car name  
21 pursuant to the license your company has granted to  
22 it?

23 A Yes. The rental agreement displays the  
24 Economy Rent A Car mark, and it is through the grant,  
25 through the license that we provided.

1 (Exhibit 19 was marked for  
2 identification.)

3 BY MR. LITTLEPAGE:

4 Q Mr. Muniz, you've been handed what's been  
5 marked as Exhibit 19. Can you identify that.

6 A These are pictures of the Economy Rent A Car  
7 signage being displayed in the Van Nuys location.

8 Q Who supplied UDBC with that signage?

9 A The petitioner, the Delaware corporation.

10 Q Is that signage being used under the license  
11 agreement provided by petitioner to UDBC?

12 A Yes.

13 Q Has your company, the petitioner, also  
14 granted trademark licenses to others in California?

15 A Yes.

16 Q When did it do so?

17 A Between 2012 and 2014.

18 Q What are their names and locations?

19 A Allied Rent A Car operating in LAX, John  
20 Wayne International, Ontario, California, and Raleigh,  
21 California. HTL Automotive is the second corporation,  
22 operating out of Long Beach, and America Car Rental in  
23 San Diego.

24 Q What allowed your company to license use of  
25 the Economy or Economy Rent-A-Car name and mark in

1 California to those companies?

2 A The license agreement that we have between  
3 Economy Rent-A-Car Leasing and Economy Rent-A-Car, the  
4 Delaware corporation.

5 Q Did the assignment obtained from UDBC allow  
6 you to do so?

7 A The assignment from UDBC that was given to  
8 Proveedores, and on down to Economy Rent-A-Car, Inc.  
9 allowed us also to do so, yes.

10 Q Okay. Did the petitioner delay any business  
11 affiliations in California until it obtained trademark  
12 rights from Bob Martyn's company?

13 A Certainly.

14 Q How many separate companies in California  
15 are now using the mark Economy Rent-A-Car for car  
16 rental services?

17 A Four companies.

18 Q The three that you mentioned as well as --

19 A As well as UDBC.

20 Q Do those companies pay for the right to use  
21 Economy Rent-A-Car's name and mark?

22 A With the exception of UDBC, all of the  
23 companies pay for using the mark.

24 Q And why doesn't UDBC pay for using the mark?

25 A It was part of the negotiation when we

1 purchased the rights.

2 Q Who are the payments made to?

3 A Payments are made to the Delaware  
4 corporation.

5 Q And does the, does the Delaware corporation  
6 or petitioner spend any monies to promote the Economy  
7 Rent-A-Car mark on behalf of its licensees?

8 A Yes.

9 Q How does it do so?

10 A It provides signage on the interior of the  
11 affiliates' buildings and airport billboards; it  
12 provides online marketing campaigns through Expedia  
13 and Orbitz, and also refunds customers when there's a  
14 customer complaint; at times it refunds customers when  
15 there's a customer complaint.

16 Q And is the Economy Rent-A-Car mark currently  
17 promoted on the Internet?

18 A Yes.

19 Q Is the mark owned and used by the  
20 respondent, Economy Car Rentals, currently promoted on  
21 the Internet?

22 A Yes.

23 Q Are both parties currently promoted on the  
24 same page on the Internet?

25 A Yes. If one does a Google search, they will

1 find both companies' marks listed side by side.

2 Q In the US is there a company in charge of  
3 locating and maintaining Economy Rent-A-Car licensing  
4 relationships with third parties?

5 A Yes.

6 Q Who -- which company is that?

7 A The petitioner.

8 Q And how does it fulfill that duty or  
9 responsibility?

10 A It locates independent car rental companies,  
11 and once it has granted license and entered into an  
12 affiliate agreement, ensures that they fulfill their  
13 duties under the licensing agreement, under the  
14 affiliate agreement.

15 Q Does the petitioner have any other  
16 responsibilities within the Economy family?

17 A Yes. It ensures that the affiliates  
18 maintain rate parity, that their locations display the  
19 Economy mark, that they use their shuttle buses also  
20 displaying the Economy mark to pick up customers at  
21 the airports, and make sure that they provide  
22 materials and rates for the online campaigns.

23 Q You earlier -- you noted earlier your  
24 affiliates and their locations. Have those affiliates  
25 executed agreements that are similar to those -- or to

1 that which is shown in Exhibit 17?

2 A Very similar, yes.

3 Q Again, how many affiliates and licensees  
4 does the petitioner supervise?

5 A Three affiliates and one licensee, UDBC.

6 Q How many total?

7 A Four.

8 Q How many total nation --

9 A Oh, I'm sorry. In the world?

10 Q Yes.

11 A 49 affiliates around the world, 12 in the  
12 US.

13 Q Are you directly involved in the affiliate  
14 inspections?

15 A Yes.

16 Q Is anyone else involved in the inspection  
17 process?

18 A Yes.

19 Q Who?

20 A My father Alex Muniz, my brother Daniel  
21 Muniz, Bob Thunell, and our affiliate director, Allan  
22 Wagner.

23 Q And you mentioned the licensees located in  
24 the LA area. Could you again identify those  
25 licensees?

1           A        UDBC, the Van Nuys corporation; HTL  
2       Automotive in Long Beach; America Car Rental in San  
3       Diego; and Allied Rent A Car in central LA.

4           Q        Has the petitioner inspected each of those  
5       facilities for license compliance?

6           A        Yes.

7           Q        Does the petitioner participate in trade  
8       show promotions?

9           A        Yes.

10          Q        What trade shows?

11          A        We participate in the car rental show in Las  
12       Vegas since 2011, and the auto rental summit in  
13       Florida.

14          Q        Is the petitioner a member of any trade  
15       associations?

16          A        We are a member of ACRA, American Car Rental  
17       Association, and ASTA, the American Society of Travel  
18       Agencies.

19                   MR. LITTLEPAGE: At this time I'll  
20       move into evidence Exhibits 1 through 19 and  
21       pass the witness.

22                   THE WITNESS: I'd like to take a  
23       break.

24                   MS. GOBAT: Thank you.

25

1 (Whereupon, a short recess was  
2 taken.)

3 MS. GOBAT: I would first like to  
4 enter an objection to the admissibility of  
5 Exhibits 14 and 15. These are agreements  
6 that were executed after, after respondent  
7 filed a motion for summary judgment. They  
8 were not subject to discovery on our part, on  
9 the respondent's part, and should not be  
10 admitted into evidence.

11 MR. LITTLEPAGE: For the record, in  
12 response, the exhibits were all dated after  
13 discovery had terminated, so they couldn't  
14 have possibly been produced during discovery;  
15 and secondly, they were made as a direct  
16 result of issues raised by the respondent, so  
17 your objection is noted, and we don't agree.

18 EXAMINATION BY COUNSEL FOR RESPONDENT

19 BY MS. GOBAT:

20 Q Mr. Muniz, during the questioning earlier,  
21 you stated that the petitioner, the Delaware  
22 corporation, owns the domain name economyrentacar.com;  
23 is that correct?

24 A That's correct.

25 Q If I do a "who is" search using domain tools

1 or GoDaddy or something like that, will I be able to  
2 discover that the petitioner owns that domain?

3 A No, because we have it under a private  
4 listing for reasons of spam mostly.

5 Q Okay.

6 A I could -- no.

7 Q That's the only reason, the spam, or is  
8 there --

9 A That's the only reason, yes.

10 Q Has it always been under a private  
11 registration?

12 A No.

13 Q Do you remember when the domain name was  
14 first registered?

15 A I don't remember.

16 Q Was it you who made the domain name  
17 registration?

18 A I purchased the domain from a company in  
19 California many, many years ago.

20 Q Why?

21 A Because I saw the value in Economy  
22 Rent-A-Car and it was closely associated with my mark.

23 Q Was the domain name -- the domain name that  
24 you purchased from the California company, do you  
25 remember what company that was?

1 A No.

2 Q Okay. Was the domain name -- well, was  
3 Economy Rent a Car of Proveedores in Costa Rica  
4 already in operation when you bought that domain name  
5 from the California company?

6 A The Proveedores company was not in  
7 operation. Economy Rent a Car was in operation.

8 Q In Costa Rica?

9 A In Costa Rica through a different company.

10 Q Okay, thank you.

11 Also in earlier questioning in answer to  
12 counsel's question, you stated that you had asked  
13 counsel to perform a trademark search for the name  
14 Economy Rent-A-Car. Was the search limited to  
15 "Economy Rent-A-Car," or was it for "Economy" in the  
16 car rental business?

17 A It was for any company displaying the word  
18 "Economy" in California.

19 Q And what was the extent of that search? Can  
20 you describe the extent of that search and what it  
21 included?

22 A It provided a few listings of companies in  
23 California. I remember specifically one in San  
24 Francisco, which was no longer operational, and . . .

25 Q What I mean by the question is the

1 components of the search itself. For example, did it  
2 include a search of the US federal trademark register?

3 A I don't remember.

4 Q Did it include a search of Dun & Bradstreet  
5 for company names?

6 A Yes.

7 Q For company names only in California?

8 A Yes. This was for us to enter California.

9 Q Did it include a search of the California  
10 state trademark database?

11 A I don't remember.

12 Q You do recall that you did receive a report  
13 of that search from counsel?

14 A Yes.

15 Q And did that search report reveal the  
16 existence of respondent's federal trademark  
17 registration?

18 A Yes.

19 Q And when did you receive that search report?

20 A April of 2009.

21 (Exhibit 20 was marked for  
22 identification.)

23 BY MS. GOBAT:

24 Q Mr. Muniz, can you identify Exhibit 20,  
25 please.

1 A This is a copy of my company's trademark for  
2 Economy Rent a Car.

3 Q Is it correct to say that this is a copy of  
4 the US federal trademark registration --

5 A Yes.

6 Q -- owned by Proveedores?

7 A Yes.

8 Q And will you look down near the bottom of  
9 the page where it says "filing date," and tell me that  
10 date of the filing of this trademark application?

11 A April 11, 2009.

12 Q And would you read also where it says "Word  
13 Mark"? What is the Word Mark in this registration?

14 A Economy Rent a Car.

15 Q Does Rent a Car contain hyphens or not?

16 A No.

17 Q And on page 2 of Exhibit 20 where it says  
18 "description of the mark," would you please read that.

19 A "The colors red and white is/are claimed as  
20 a feature of the mark. The mark consists of a red  
21 rectangle with the literal matter, Economy Rent a Car,  
22 in white lettering and a white speed bar design  
23 element, comprising a white rectangle and three white  
24 vertical bars."

25 Q When this trademark application was filed,

1 did you receive a copy of it before it was filed so  
2 that you could approve it?

3 A Yes.

4 Q Do you remember if during the process where  
5 the US Patent & Trademark Office was examining this  
6 application, do you remember if there were any changes  
7 in the application?

8 A I do not remember.

9 Q I want to draw your attention to the portion  
10 of page 1 next to the notation "goods and services,"  
11 and at the end of that paragraph, please read the text  
12 that is in capital letters.

13 A "First use, 23rd of December, 2009. First  
14 use in commerce, 23rd of December, 2009."

15 Q Why is that date considered the first use in  
16 commerce?

17 A It was the date that we could show that we  
18 had photographic proof displaying the mark in Puerto  
19 Rico.

20 Q And were those photographs submitted as  
21 specimens in the trademark application?

22 A Yes.

23 (Exhibit 21 was marked for  
24 identification.)

25

1 BY MS. GOBAT:

2 Q We've handed you Exhibit 21, Mr. Muniz. Can  
3 you describe this document, please.

4 A This is a copy of my LinkedIn page.

5 Q And did you write the text that's on this  
6 page under "Summary"?

7 A No. My employee did.

8 Q Is this an employee in Costa Rica or an  
9 employee elsewhere?

10 A In Costa Rica.

11 Q And what does it say next to -- is this a  
12 photo of you at the top of the page here?

13 A Yes.

14 Q And what does it say next to the photo?

15 A "Alejandro Muniz, President, Economy Rent A  
16 Car, Costa Rica."

17 Q And in "Economy Rent A Car," are there any  
18 hyphens?

19 A No.

20 Q And next to Costa Rica, what does it say?

21 A "Transportation, trucking, railroad."

22 Q Thank you.

23 And in the same area of this LinkedIn  
24 profile, the number of LinkedIn connections that's  
25 displayed here is how many?

1 A 21.

2 Q Can you see the date that this document was  
3 printed at the top left of the page?

4 A 23 October 2014.

5 Q Thank you.

6 Now, earlier, Mr. Muniz, when we were  
7 talking about the history of Economy Rent-A-Car in the  
8 United States, you mentioned that you had started  
9 doing business with operations in Florida.

10 Were those operations -- well, first of all,  
11 when did that begin?

12 A I would have to see my affiliate agreement  
13 to know the exact date. I can tell you it began early  
14 2010, maybe -- yes, early 2010.

15 Q And before early 2010, there were not rental  
16 car services provided by a company Economy or Economy  
17 Rent-A-Car or something like that directly, without an  
18 affiliate?

19 A Economy Rent-A-Car, Inc., before 2010, had  
20 not licensed any affiliates in the US.

21 Q Are you speaking about the petitioner?

22 A The petitioner had not licensed any  
23 affiliates in the US prior to our Florida -- well, to  
24 our Florida operations. Of course, we had Puerto Rico  
25 prior to that, so, in Puerto Rico, but you're asking

1 me specifically about Florida, so . . .

2 Q Yes. You mentioned earlier -- the reason  
3 I'm asking about Florida is that you mentioned earlier  
4 that before deciding to enter the California market,  
5 that you had proven the business model in Florida. So  
6 I'd like you to tell me more about proving the  
7 business model.

8 A We affiliated Rentmax Car Rental and another  
9 company in Orlando -- I'm sorry. Rentmax Car Rental  
10 in Miami and another company in Orlando, and were  
11 interested in seeing how the Economy rental would  
12 function in the US local market as opposed to only  
13 internationally.

14 Q So you mean -- when you say the US local  
15 market, you're speaking of US customers renting cars  
16 in the United States?

17 A Correct.

18 (Exhibit 22 was marked for  
19 identification.)

20 BY MS. GOBAT:

21 Q Mr. Muniz, we've just handed you what's been  
22 marked as Exhibit 22. Can you read what it says at  
23 the top of this page, please.

24 A "Florida Department of State, Division of  
25 Corporations."

1 Q And what is this document?

2 MR. LITTLEPAGE: Well, I'm going to  
3 object. I think you haven't laid a  
4 foundation for asking the witness what it is,  
5 particularly if he's never seen it before.

6 MS. GOBAT: I see. Thank you.

7 BY MS. GOBAT:

8 Q Have you seen this document before?

9 A No.

10 Q Do you see your name at the bottom of the  
11 first page of this document?

12 A Yes.

13 Q And just below your name, would you read the  
14 address, please.

15 A J.B.C. JCO 11675, 2053 NW 70th Avenue,  
16 Miami, Florida, 33132.

17 Q Is that address a correct address for you?

18 A That is a correct mailing address.

19 Q And at the top of this page, would you read,  
20 please, what it says, starting with "detail," just  
21 that first section of the page.

22 A "Detail by entity name."

23 Q And the next line, please.

24 A "Florida Profit Corporation."

25 Q And the next line, please.

1 A "Economy Rent A Car of Miami Corp."

2 Q And from reviewing this document and seeing  
3 your name on it, can you, can you determine what it  
4 represents, what this document represents?

5 MR. LITTLEPAGE: Objection. Lack  
6 of foundation.

7 THE WITNESS: I would say that this  
8 is a business corporation registration.

9 BY MS. GOBAT:

10 Q A registration in the State of Florida?

11 A In the State of Florida for Economy Rent A  
12 Car of Miami Corp.

13 Q Is that a company that you know something  
14 about, Economy Rent A Car of Miami Corp?

15 A Yes.

16 Q And were you the founder of that company?

17 A No. Eduardo Ruiz was the founder of that  
18 company.

19 Q And at some point -- is Eduardo Ruiz listed  
20 as the registered agent for the company on this  
21 document?

22 A Yes.

23 Q Mr. Muniz, are you also familiar with a  
24 Florida corporation called Economy Rent A Car Corp?

25 A (Nods.)

1 MR. LITTLEPAGE: Alejandro, you  
2 can't just nod your head. You have to  
3 verbalize.

4 THE WITNESS: No, I know. I'm  
5 thinking.

6 MR. LITTLEPAGE: Okay.

7 THE WITNESS: I'm not sure.

8 (Exhibit 23 was marked for  
9 identification.)

10 BY MS. GOBAT:

11 Q You've just been handed, Mr. Muniz, what's  
12 been marked as Exhibit 23. Does this document  
13 resemble the exhibit we just looked at, Exhibit 22?

14 A Yes.

15 Q So this is also a document describing a  
16 corporate registration in Florida?

17 MR. LITTLEPAGE: Objection. No  
18 foundation.

19 THE WITNESS: Yes.

20 BY MS. GOBAT:

21 Q Again, please, look at the bottom of page 1  
22 and tell me if you see your name on this document.

23 A Yes.

24 Q And is the address on this document the same  
25 as it is on Exhibit 22?

1 A Yes.

2 Q Mr. Muniz, can you please -- excuse me.  
3 Strike that.

4 (Exhibit 24 was marked for  
5 identification.)

6 BY MS. GOBAT:

7 Q Mr. Muniz, you've just been handed what is  
8 marked as Exhibit 24. Would you please read the top  
9 two lines of the first page.

10 A Starting at "search"?

11 Q Yes. The first three lines, please.

12 A "Search at [http/kepler.sos.ca.gov](http://kepler.sos.ca.gov) from the  
13 California Secretary of State directory of  
14 corporations, business entity detail."

15 Q Thank you.

16 Please read the next two lines.

17 A "Data is updated weekly and is current as of  
18 Friday, June 29, 2012. It is not a complete or  
19 certified record of the entity."

20 Q Thank you.

21 Do you recognize the information on this  
22 page?

23 MR. LITTLEPAGE: Objection. I  
24 think the question is vague and ambiguous. I  
25 quite frankly don't know what you mean by --

1 BY MS. GOBAT:

2 Q Do you recognize -- do you see the, the line  
3 on this page where it says "entity name, Economy  
4 Rent-A-Car, Inc."?

5 A Yes.

6 Q And does Economy Rent-A-Car, Inc. contain  
7 hyphens in this case?

8 A Yes.

9 Q Do you recognize the -- is this a record of  
10 petitioner's registration for doing business in the  
11 state of California, a foreign corporation?

12 MR. LITTLEPAGE: Objection. No  
13 foundation.

14 THE WITNESS: I don't know.

15 BY MS. GOBAT:

16 Q At some point, in order to do business in  
17 California, did Economy Rent-A-Car, the petitioner,  
18 need to file a document with the California Secretary  
19 of State?

20 A I don't think so.

21 Q And do you have any recollection of ever  
22 filing such a document?

23 A Not at this time.

24 Q We'll leave that for the moment.

25 Going back to -- this will be Exhibit 25.

1 (Exhibit 25 was marked for  
2 identification.)

3 BY MS. GOBAT:

4 Q Mr. Muniz, earlier in the questioning you  
5 mentioned that Economy Rent-A-Car, the petitioner,  
6 attends some trade shows in the car rental industry.

7 Is that correct?

8 A Yes.

9 Q Is one of those trade shows that you have  
10 attended, you personally, on behalf of Economy  
11 Rent-A-Car, is one of those trade shows the car rental  
12 show in Las Vegas?

13 A Yes.

14 Q And would you please look at Exhibit 25 and  
15 tell me if you recognize this page.

16 A Yes.

17 Q Is this document related to the car rental  
18 show in Las Vegas?

19 A Yes.

20 Q On this page are there a number of different  
21 car rental companies listed?

22 A Yes.

23 Q And does this page indicate that these  
24 companies attended the car rental show in Las Vegas?

25 A I'm not sure of that.

1 Q Is there a listing for Economy Rent A Car on  
2 this page?

3 A Yes.

4 Q Does Rent a Car does hyphens in it?

5 A No.

6 Q And what is the address listed for ECONOMY  
7 RENT A CAR?

8 A J.B.C. SJO, 11675, 2053 Northwest 79th  
9 Avenue, Miami, Florida, 33122.

10 Q Is this a -- this address is slightly  
11 different from the address that is given on the notice  
12 of deposition for your deposition today; is it not?

13 A I did not include J.B.C. SJO 11675, so yes,  
14 it is different. I did not include the J.B.C. SJO  
15 11675.

16 Q Okay. Would you -- do you have a copy of  
17 the notice of deposition, Mr. Muniz? May I loan it to  
18 you?

19 MR. LITTLEPAGE: It's marked as  
20 Exhibit 1.

21 MS. GOBAT: Okay. Yes.

22 BY MS. GOBAT:

23 Q Would you please read the address as it is  
24 written there for Economy Rent-A-Car, Inc.

25 A 11675 2053 Northwest 79th Avenue, Miami,

1 Florida, 33122.

2 Q So the only difference between these two  
3 addresses, between the notice of testimony deposition  
4 and this listing in the car rental show-related page  
5 is J.B.C. SJO is not included in the address on that.  
6 The 11675 is there.

7 A Yes, you're correct.

8 Q Okay. What does J.B.C. SJO stand for?

9 A Jet Box Courier.

10 Q Jet Box Courier?

11 A I guess. I don't know.

12 Q And what does the SJO stand for?

13 A San Jose.

14 Q Does that refer to San Jose, Costa Rica?

15 A Yes.

16 Q Where would this mailbox be physically  
17 located?

18 A The mail is sent to me in Costa Rica.

19 Q By this --

20 A Courier.

21 Q -- company called Jet Box Courier; is that  
22 correct?

23 A Yes.

24 Q What is the main purpose of the company, Jet  
25 Box Courier or J.B.C.?

1           A       I imagine that one of their functions is  
2 forwarding mail.

3           Q       That would be similar to or would it be  
4 similar to companies that ship to foreign countries  
5 when residents of those countries buy things from US  
6 companies, and the US company, for example, might not  
7 normally ship to foreign addresses, so they would use  
8 a company like this to send -- to receive their  
9 packages from US companies?

10                   MR. LITTLEPAGE: I'm going to  
11 object to the form of the question.

12                   MS. GOBAT: It wasn't very well  
13 formed. I'm sorry.

14                   MR. LITTLEPAGE: It also, it also  
15 calls for speculation on the part of the, the  
16 witness.

17                   THE WITNESS: It may.

18                   MS. GOBAT: Okay. This will be  
19 Exhibit 26.

20                               (Exhibit 26 was marked for  
21 identification.)

22 BY MS. GOBAT:

23           Q       You've just been handed what is marked as  
24 Exhibit 26. Is this document written in Spanish?

25           A       Yes.

1 Q And are you able to translate from Spanish  
2 to English?

3 A Roughly.

4 Q On the first line can you read what it says  
5 in Spanish, please. Can you translate just the first  
6 line of the first page, please.

7 A Yes. "Agreement of services/J.B.C. SJO,"  
8 number sign.

9 Q Do you remember seeing any such agreement  
10 before?

11 A I don't remember seeing it. I don't  
12 remember seeing an agreement.

13 Q Do you, do you believe that this agreement  
14 is related to the same company, Jet Box Courier, that  
15 we've been discussing in relation to your address?

16 MR. LITTLEPAGE: Objection. Lack  
17 of foundation.

18 THE WITNESS: Yes, but it could be  
19 completely different to what I've seen or how  
20 I'm doing business with that company.

21 BY MS. GOBAT:

22 Q So you -- it's correct that you have, that  
23 this address represents the fact that you have done  
24 business and are doing business with that company,  
25 with Jet Box Courier?

1 A Yes.

2 Q Or the company doing business as Jet Box  
3 Courier, I should say.

4 Please go back to Exhibit 25, and in the  
5 listing related to the car rental show here, ECONOMY  
6 RENT A CAR is listed with its address and its website;  
7 is that correct?

8 A That's right.

9 Q And does the page also show the number of US  
10 locations that the company had at the time this  
11 document was published?

12 A Yes.

13 Q What number of US locations is that?

14 A 17.

15 Q Does the document also show the US fleet  
16 size for Economy Rent A Car at that time?

17 A Yes.

18 Q And what, how many -- how large is the US  
19 fleet at that time?

20 A 3,500.

21 Q That's 3,500 vehicles?

22 A Yes.

23 Q Now, beneath that there is a list of  
24 individuals' names with email addresses; is that  
25 correct?

1 A Yes.

2 Q And how many individuals are listed?

3 A Six.

4 Q Did all six of those individuals attend the  
5 same car rental show at the same time in Las Vegas?

6 A No.

7 Q In what year was the car rental show that  
8 this page refers to?

9 MR. LITTLEPAGE: Objection. Lack  
10 of foundation.

11 BY MS. GOBAT:

12 Q Do you see the date at the bottom of the  
13 page in the lower left?

14 A I see a year.

15 Q And before that year do you see -- what  
16 words do you see?

17 A "Fact Book."

18 Q And what is the year listed?

19 A 2013.

20 Q Okay, thank you.

21 Going back to the six individuals that are  
22 listed here, how many of these individuals attended  
23 the same car rental show in Las Vegas at the same  
24 time?

25 MR. LITTLEPAGE: Objection. Lack

1 of foundation.

2 BY MS. GOBAT:

3 Q You, Mr. Muniz, were attending the car  
4 rental show yourself?

5 A Yes.

6 Q And was Bob Thunell attending the car show  
7 with you?

8 A Yes.

9 Q And what is Bob Thunell's title listed here  
10 on this page?

11 A VP Sales.

12 Q And what is Bob Thunell's email listed on  
13 this page?

14 A Bthunell@economyrentacar.com.

15 Q Thank you.

16 (Exhibit 27 was marked for  
17 identification.)

18 BY MS. GOBAT:

19 Q You've just been handed, Mr. Muniz, what is  
20 marked as Exhibit 27. Is this document familiar to  
21 you?

22 A It looks like something I might have signed.  
23 I don't remember what it contains.

24 MR. LITTLEPAGE: Let me just note  
25 for the record, too, that this document is

1           apparently an incomplete document.

2                       MS. GOBAT: Are you referring to  
3           the fact that this document that I've marked,  
4           had marked as Exhibit 27 does not include the  
5           attached exhibits?

6                       MR. LITTLEPAGE: Correct.

7                       MS. GOBAT: I would like to mark  
8           those exhibits separately.

9 BY MS. GOBAT:

10           Q       Earlier in this deposition, Mr. Muniz, you  
11           have made statements related to some of the topics in  
12           this document; is that correct?

13           A       I don't know what's in this document.

14           Q       Would you take a moment to review it,  
15           please.

16                       (Witness peruses document.)

17                       THE WITNESS: What was your  
18           question?

19 BY MS. GOBAT:

20           Q       My question for you is: Is this the  
21           declaration of Alejandro Muniz, yourself, submitted by  
22           your counsel on your behalf in this cancellation case?

23           A       Yes.

24           Q       Did you write this declaration yourself?

25           A       Yes.

1 Q And does this declaration make statements in  
2 relation to -- does this -- strike that.

3 Does this declaration make statements  
4 related to the events and your decisions leading up to  
5 acquiring the UDBC trademark?

6 A Yes.

7 Q I want to draw your attention to page 3 of  
8 this declaration, paragraph 7. Would you please read  
9 the first sentence of that paragraph.

10 A "Initially, Economy's operations were  
11 focused on the Florida market."

12 Q Does "Economy" in this case refer to  
13 petitioner?

14 A Yes.

15 Q And what did you mean by the word  
16 "initially"?

17 A When we first entered the United States.

18 Q When was that?

19 A I said before that I didn't recall. I see  
20 here that it says "Autumn of 2009." I believe I had  
21 said earlier December of 2010.

22 Q May I ask you, please, to read again the  
23 first sentence of this paragraph 7, and follow it by  
24 the second sentence.

25 A "Initially, Economy's operations were

1 focused on the Florida market. However, during the  
2 autumn of 2009 I made a decision to enter the Los  
3 Angeles area with my company's vehicle rental and  
4 reservation operation."

5 Q So if I understand correctly, the operations  
6 of Economy in the Florida market preceded the autumn  
7 of 2009. Is that --

8 A I do not know exactly when the Florida  
9 operations began.

10 Q So it's not clear that this is any sort of  
11 chronological statement here, these two sentences?

12 A I cannot confirm it.

13 Q All right.

14 Before you entered into the Florida market  
15 with operations there or with -- yeah, before you  
16 entered the Florida market, did you do any  
17 investigations about that market?

18 A Yes.

19 Q What type of investigations?

20 A I did a similar investigation and -- similar  
21 investigations, similar research, and I visited some  
22 locations that had come up on a Dun & Bradstreet  
23 search. None of those locations were operating.

24 Q Were any of those locations operating using  
25 the name "Economy" in their tradename?

1 MR. LITTLEPAGE: I will object, as  
2 the witness just said that none of the  
3 operations that he saw were operating or  
4 active.

5 THE WITNESS: None that I  
6 investigated.

7 BY MS. GOBAT:

8 Q What was your purpose in -- strike that.  
9 Did you do any investigations about Florida  
10 trademarks?

11 A I don't remember.

12 Q Did I understand correctly that you  
13 currently have affiliates, an affiliate or more than  
14 one affiliate in Florida?

15 A Correct.

16 Q How many affiliates in Florida, active right  
17 now?

18 A Off the top of my head, I believe I have  
19 three affiliates operating in south Florida.

20 Q South Florida, you say?

21 A Orlando and south Florida.

22 Q Going back to paragraph 7, the following  
23 sentence. After it says "I made a decision to enter  
24 the Los Angeles area with my company's vehicle rental  
25 and reservation operation," could you please read the

1 next sentence.

2 A "Before doing so, I investigated whether my  
3 company could lawfully use the ECONOMY and ECONOMY  
4 RENT A CAR marks and the petitioner's corporate name  
5 and tradename, Economy Rent-A-Car, in that area."

6 Q And is it correct that you stated earlier  
7 that that investigation turned up or revealed the  
8 existence of the respondent's federal trademark  
9 registration?

10 MR. LITTLEPAGE: Object on the  
11 basis that I don't believe that's what the  
12 testimony has been so far.

13 MS. GOBAT: Okay.

14 MR. LITTLEPAGE: It's  
15 mischaracterizing the witness's prior  
16 testimony.

17 THE WITNESS: I believe I said that  
18 we did a Dun & Bradstreet search, and I do  
19 not recall if in that investigation it showed  
20 the, the federal trademark registration.

21 BY MS. GOBAT:

22 Q You did state earlier, did you not, that you  
23 were aware of the respondent's federal trademark  
24 registration in April 2009?

25 A Yes.

1 Q Was that because it was brought to your  
2 attention by counsel?

3 A I don't recall how it was brought to my  
4 attention, but it was brought to my attention.

5 Q Was it something that you discovered  
6 yourself personally?

7 A I don't remember how I found out.

8 Q In any case, in April 2009 you were  
9 personally aware of the respondent's federal trademark  
10 registration?

11 A Yes.

12 Q You have stated that you were wanting to  
13 verify whether or not you could lawfully enter the  
14 California market with the Economy Rent-A-Car name  
15 that's correct?

16 A Yes.

17 Q Why were you not worried about the federal  
18 trademark registration?

19 A The respondent's federal trademark?

20 Q Right, the federal trademark registration  
21 owned by respondent.

22 A Because there was a disclaimer saying that  
23 those, that this trademark, that that trademark was  
24 not exclusive, and it did not claim any rights,  
25 exclusive, it did not claim any exclusive rights to

1 the name.

2 Q To what name?

3 A To the mark.

4 Q Was that name Economy Car Rentals?

5 A It was not Economy Car Rentals. It was  
6 Economy Car Rentals and a lot of language that was in  
7 I believe German.

8 Q Okay. Was that another reason why you were  
9 not worried about, about conflicting with or  
10 infringing upon the respondent's federal trademark?

11 A Was what?

12 Q The additional wording in the mark.

13 A Yes. I did not believe that the mark, as  
14 registered -- let me think about that.

15 At the time it was mostly because of the  
16 disclaimer.

17 Q Then explain to me what you believe that  
18 disclaimer meant.

19 A That it did not claim exclusive rights to  
20 the words "Economy Car Rental" and -- German language.

21 Q Isn't it true that the disclaimer in that  
22 federal trademark registration covers all of the --  
23 excuse me. Strike that.

24 Does the disclaimer, to your recollection,  
25 cover anything other than the words in the trademark?

1 A To my recollection, no.

2 Q And is there a visual element in the  
3 trademark?

4 A Yes, there is.

5 Q Do you recall what that visual element looks  
6 like?

7 A Yes, I do.

8 Q Would you please describe it?

9 A I believe it's a caricature of a car, if I'm  
10 not mistaken.

11 Q What color is it?

12 A Blue.

13 Q And do you recall whether the federal  
14 trademark registration of respondent is in color  
15 itself? Are the words in color?

16 A I believe they are.

17 Q Do you remember what colors?

18 A Blue, yellow, maybe black and maybe green.

19 Q So again, going back to this, you felt then  
20 that if you were to enter the California market using  
21 the Economy Rent-A-Car name and Proveedores  
22 trademarks, that you would not be infringing on the  
23 federal trademark registration; is that correct?

24 A Of the respondent, that's correct.

25 Q And that's because of the disclaimer?

1 A That's right.

2 Q Did you ever, at the time, contact  
3 respondent or anyone connected with respondent to make  
4 a further investigation about the use of that  
5 trademark?

6 A No. Never.

7 Q Did you contact them for any other reason?

8 MR. LITTLEPAGE: At what point in  
9 time, counsel?

10 BY MS. GOBAT:

11 Q During the period in 2009 when you were  
12 deciding whether to -- when you decided to enter the  
13 California market.

14 A No. For purposes of my investigation, I  
15 never contacted the respondent.

16 Q You simply decided that wasn't a problem, it  
17 wasn't going to cause any difficulty for you in  
18 entering the California market, and you didn't need to  
19 worry about it?

20 MR. LITTLEPAGE: By "it" are you  
21 referring to the registered mark of the  
22 respondent?

23 BY MS. GOBAT:

24 Q Yes, I am.

25 A I believe that the respondent was not doing

1 business in the US, and so -- and the -- and with the  
2 disclaimer, I did not believe that any investigation  
3 into their company was warranted.

4 Q Why did you believe they were not doing  
5 business in the US?

6 A Because of their website, and I believed  
7 that their website, when I first investigated -- when  
8 I first found out about their company in, in my -- in  
9 April of 2009, their website did not display any US  
10 locations.

11 Q And did you look again later at the website?

12 A I looked again in 2012.

13 Q And then did you see any US locations?

14 A Yes. That is one of the reasons that moved  
15 me to file a petition.

16 Q Going back to this paragraph 7 in your  
17 declaration, this investigation that you undertook,  
18 did you, did you do all of that yourself?

19 A With the help of counsel. Oh, yes, with the  
20 help of counsel and, and the witnesses -- and the, the  
21 people that I had mentioned in my declaration, in my  
22 testimony.

23 Q The people --

24 A Bob Thunell. Alex Muniz, my father.

25 Q So they assisted you in the investigation of

1 UDBC, what turned out to be UDBC in California?

2 A The investigation itself, I, I handled most  
3 of it.

4 Q So did you do some of that investigation  
5 before actually going to Van Nuys, California?

6 A Yes.

7 Q What did you know before you went to Van  
8 Nuys?

9 A So as I mentioned previously, I knew of  
10 their California state registration, I knew of the  
11 Yellow Page listings, and I knew that they were  
12 registered on -- I had found one registration on the  
13 Dun & Bradstreet.

14 Q You just mentioned the California state  
15 trademark registration. Are you referring to what we  
16 have in Exhibit 13 as -- is this the California state  
17 registration you're referring to or not?

18 A I'm referring to both state registrations.

19 MS. GOBAT: Do we have both of  
20 those here?

21 MR. LITTLEPAGE: Yes. It's Exhibit  
22 7, Alejandro.

23 THE WITNESS: I'm looking at this  
24 one?

25 MR. LITTLEPAGE: Yes.

1 BY MS. GOBAT:

2 Q So there are -- is it correct that there are  
3 two separate California state trademark registrations  
4 that were owned by or are owned by UDBC?

5 A Correct. Well, I don't know if they are  
6 owned currently, if they've been assigned.

7 Q Okay. We'll cover that in a moment.

8 Is Exhibit 7 the certificate of registration  
9 for service mark registration number 049604 in  
10 California?

11 A Yes.

12 Q And we've already discussed that this is the  
13 trademark, the California trademark -- excuse me.  
14 Strike that.

15 Is this the California state trademark  
16 registration of which you became aware in your  
17 investigations before going to California?

18 A Yes.

19 Q When was this registration first filed?  
20 What is the date of the registration?

21 A May 6, 1998.

22 Q And when did this trademark registration  
23 expire? When did the term of --

24 A Yes, exactly. The term of registration  
25 extends to and includes May 6 -- term of registration

1 extends to and includes May 6, 2008.

2 Q So at the time of your investigations in  
3 2009, this trademark registration had already expired?

4 A That is correct.

5 Q And does that explain why, when you did your  
6 later investigations, it did not turn up?

7 A I don't know.

8 Q Would you please now look again at Exhibit  
9 13.

10 A Yes.

11 Q And is this Exhibit 13 the State of  
12 California registration of UDBC's service mark with  
13 the registration number 00066920?

14 A Yes.

15 Q And on this registration form, in the field  
16 5 where it says "name and/or design of mark," is there  
17 a handwritten description of the mark there?

18 A Yes.

19 Q Would you please read that description of  
20 the mark.

21 A "Economy," and first letter "E" is set  
22 inside a car key.

23 Q Now, would you please look at page -- well,  
24 the page marked P000135, and would you describe the  
25 mark that you see there.

1           A        It's the word "Economy" with the "E"  
2 encapsulated inside a key.

3           Q        Is the mark all in lowercase letters?

4           A        The "E" is larger but does appear to be in a  
5 lowercase letter.

6           Q        And is the font a slanted or italic font?

7           A        Yes.

8           Q        Now please look at the second page of this  
9 trademark registration, and at the top of this page in  
10 section 10, could you read -- I know it's difficult to  
11 read, but could you read the text of the first two  
12 lines. This is for section 10 of the registration  
13 form.

14          A        Where it says "indicate"?

15          Q        Yes.

16          A        "Indicate whether an application to register  
17 the mark, or portions or a composite thereof, has been  
18 filed by the registrant or a predecessor-in-interest  
19 with the United States Patent & Trademark Office."

20          Q        And then please read what is filled in to  
21 the form following that instruction.

22          A        It says, "Filing date, May 6, 1998.  
23 Serial/File Number 049604." Then "Status of  
24 Application, Expired, 5/6/08."

25          Q        Do those notations refer to the earlier

1 state of California trademark registration by UDBC?

2 A It would appear so, yes.

3 Q And at the bottom of this same page, in the  
4 section 14 entitled "Declaration of Accuracy," who has  
5 signed this trademark registration?

6 A Peter Thomas.

7 Q What is his title?

8 A President.

9 Q Does that mean he signs this as president of  
10 UDBC?

11 A Yes.

12 Q What is the date of that signature?

13 A 10/18/2010.

14 Q Did you ever meet Mr. Peter Thomas?

15 A No.

16 Q Were you told at some point that Peter  
17 Thomas was involved with UDBC?

18 A Yes. I was told that Mr. Martyn and he  
19 alternated between president and vice president.

20 Q Do you know why they did that?

21 A No.

22 Q So you've said that you knew a few things  
23 about UDBC before you, before you went to California.  
24 How did you first make contact with them in order to  
25 arrange a visit? How did that visit -- did you go by

1 surprise or --

2 MR. LITTLEPAGE: I'm going to  
3 object to the form of the question. It's  
4 compound, and secondly, I don't know what  
5 "them" refers to.

6 BY MS. GOBAT:

7 Q Mr. Muniz, when did you first make direct  
8 contact with UDBC?

9 A During my investigation in July -- in June  
10 of 2010, I spoke to the then manager, Hugo or Hector,  
11 and . . .

12 Q You spoke to him by telephone?

13 A No, in person, and he informed me that I  
14 should contact Mr. Bob Martyn, the owner.

15 Q So you spoke with the manager, Hector. We  
16 don't remember his last name?

17 A Right.

18 Q You spoke with the manager in person at the  
19 Van Nuys location in June 2010?

20 A Yes, me and Bob Thunell.

21 Q Is it correct that you did not give anyone  
22 at UDBC advanced notice that you were coming to visit?

23 A That is correct.

24 Q And why didn't you give them advanced  
25 notice?

1 A I wanted to see their operations as is.

2 Q How did you get there?

3 A I flew from Costa Rica.

4 Q To what airport?

5 A To LAX.

6 Q LAX? Okay, and then --

7 A I drove there.

8 Q You drove there in an Economy Rent-A-Car  
9 rental car?

10 A No. I drove there in another rental car.

11 Q Did Bob Thunell meet you at LAX?

12 A He met me at LAX.

13 Q Did you drive together with him to Economy  
14 Rent-A-Car?

15 A Yes.

16 Q When you got there -- when did you take the  
17 photo that we've mentioned before?

18 A As soon as I got there.

19 Q So that was before you introduced yourself  
20 to the person that you found there, which turned out  
21 to be Hector, the manager?

22 A Yes.

23 Q Okay, and did you ask the manager, Hector,  
24 any other questions other than -- or what did you ask  
25 him?

1           A       I asked him how long they had been in  
2 business, were they renting vehicles, and who the  
3 owner was.

4           Q       What was the neighborhood like where --  
5 excuse me. Were you -- when you made that visit, was  
6 it to the location at 7256 Sepulveda Boulevard?

7           A       Yes.

8           Q       In Van Nuys?

9           A       Yes.

10          Q       What was the surrounding neighborhood like?  
11 Could you please describe that?

12          A       A lower income neighborhood. The location  
13 was surrounded -- was beside a used car sales lot  
14 dealer.

15          Q       Beside a used car sales lot?

16          A       Or incorporated with a used car sales lot.

17          Q       And were there some surrounding businesses  
18 that you remember? The location is at an  
19 intersection; is that correct?

20          A       That's right. It's near an intersection. I  
21 don't remember the businesses around it.

22          Q       And is there a residential area nearby, or  
23 is it mostly commercial? Did you take a drive around  
24 the neighborhood?

25                   MR. LITTLEPAGE: Again I'm going to

1 object to a flurry of questions. I would  
2 appreciate it if it was just one question,  
3 then get an answer, and then go to the next  
4 question.

5 MS. GOBAT: Okay.

6 BY MS. GOBAT:

7 Q I do want to repeat that question. Did you  
8 take a drive around the neighborhood?

9 A No.

10 Q How long was it between the time you spoke  
11 with the manager, Hector, and the time you contacted  
12 Mr. Martyn or the time you first attempted to contact  
13 him?

14 A Weeks if not days.

15 Q Did you ever meet Mr. Martyn in person?

16 A Yes.

17 Q When did you meet him in person for the  
18 first time?

19 A I met him with counsel. I don't remember  
20 the date.

21 Q You met him with counsel?

22 A I met him alongside my counsel, but I do not  
23 remember --

24 Q Do you remember where it was?

25 A It was in Tulsa, Oklahoma, at the Doubletree

1 Hotel.

2 Q Was Mr. Thunell present at that time, too?

3 A Yes.

4 Q But you don't remember when that was?

5 A The exact date, I don't. I'm not good at  
6 that. No, I don't remember.

7 Q After you saw the location in California in  
8 Van Nuys on Sepulveda Boulevard, you were satisfied  
9 that there was an ongoing business there, and you  
10 believed that it had been ongoing continuously  
11 since --

12 A The early 1990s.

13 Q -- since the early 1990s. Is that because  
14 Hector told you that?

15 A That's right. It was because the employees  
16 there told me that.

17 Q There were other employees on site?

18 A There was a woman.

19 Q Did Mr. Martyn confirm that information for  
20 you, or did you ask Mr. Martyn to confirm that  
21 information when you spoke to him?

22 A Yes.

23 Q Did you talk to him about this on the  
24 telephone before you actually met in person?

25 A Yes.

1 Q More than once?

2 A Yes.

3 Q And what other questions did you ask him?

4 A I asked him if they had been continuously  
5 doing business since the 1990s. I asked -- wait a  
6 minute. I asked these questions to him when we met in  
7 person. Over the phone Bob Thunell was the person  
8 asking him those questions, and he asked if they had  
9 been continuously doing business and if he would be  
10 willing to, to sell it, to give him rights to license  
11 the name.

12 Q To give Bob Thunell rights? Is that what  
13 you said?

14 A Right.

15 Q Did you consider making an offer to buy the  
16 business?

17 A No.

18 Q Why not?

19 A We were interested in the trademark.

20 Q You weren't interested in the business?

21 A We were not interested in running the  
22 business. We were interested in renting vehicles in  
23 Van Nuys as we are all over the US.

24 Q So you were interested in having an  
25 affiliate at that location?

1           A     Being able to send them -- yes, and being  
2     able to send them reservations hopefully to the Van  
3     Nuys airport.

4           Q     Did you look at -- what did you get from --  
5     what information did you obtain from UDBC about their  
6     trademark rights?

7           A     I knew that they were -- they had common law  
8     rights.

9           Q     How did you know that?

10          A     As I described previously, from being in  
11     business and creating goodwill.

12          Q     How did you verify that, or did you verify  
13     that?

14          A     Yes. As I mentioned, I spoke to the  
15     employees. I spoke to Mr. Martyn, or Bob Thunell  
16     spoke to Mr. Martyn. We saw the California state  
17     registration, saw the Yellow Page ads, all depicting  
18     that the location was where it is currently doing  
19     business.

20          Q     Did you ever ask about the geographic scope  
21     of UDBC's trademark rights?

22          A     No.

23          Q     Did you ever ask to see or did you see --

24          A     Well, correction on that last question. I  
25     was informed by my counsel --

1 MR. LITTLEPAGE: Objection. It's  
2 privileged.

3 THE WITNESS: Okay.

4 BY MS. GOBAT:

5 Q Did you ask to see UDBC's records regarding  
6 their fictitious business name in Los Angeles?

7 A I don't remember.

8 Q Did you ask to see copies of their  
9 California state trademark registrations?

10 A I had already -- I had those in my  
11 possession, so no, I did not ask for them.

12 Q Did you ask for -- excuse me. Strike that.  
13 Did you ask or did Bob Thunell ask, to your  
14 knowledge, about the annual number of rentals that  
15 UDBC was making?

16 A Yes.

17 Q Did you ask to see an example of their  
18 rental contracts?

19 A Yes.

20 Q Did you see examples of their rental  
21 contracts?

22 A I don't remember.

23 Q Did you ask about their advertising that  
24 they were doing at the time?

25 MR. LITTLEPAGE: What particular --

1           again, what particular time are we talking  
2           about here?

3 BY MS. GOBAT:

4           Q       I'm talking about the time just before or  
5           during this discussion where Mr. Muniz was coming  
6           toward his decision to make an agreement to assign the  
7           trademark rights to Proveedores.

8           A       I believe I didn't require any further  
9           advertising than what I had.

10          Q       Would you look again at Exhibit 13, please.  
11         Page 4 of this exhibit, it's labeled at the bottom  
12         P-000136.

13          A       Where is this?

14          Q       It's in Exhibit 13, the State of California  
15         registration on the fourth page of that exhibit.

16                   MR. LITTLEPAGE: The previous page?

17 BY MS. GOBAT:

18          Q       Yes.

19          A       Okay.

20          Q       Would you compare the mark that you see on  
21         this page to the mark on the previous page and tell me  
22         the difference between the two.

23          A       The mark on page, on P-000135 has the word  
24         "Economy" with the key design, whereas the one on  
25         P-000136 is enclosed inside a rectangle with the word

1 "Economy" with the key design and states "Rent-a-Car"  
2 beneath it.

3 Q Does Rent-a-Car have hyphens in it?

4 A Yes.

5 Q And is this document on page P-000136 a  
6 specimen submitted to the California state trademark  
7 office?

8 A Yes.

9 Q Did you see an example of this, of this  
10 document at any point while you were visiting Southern  
11 California to, to continue your investigation?

12 A Did I see an example of that logo?

13 Q Did you see an example of this document --  
14 first of all, let's go back and describe this. The  
15 entire specimen contains a lot of text, and it appears  
16 to be some kind of flyer, describing the location and  
17 the telephone number and the services of UDBC under  
18 that mark.

19 Is that correct that this is a flyer?

20 A Yes.

21 Q In fact, there are several types of --  
22 excuse me. If you go to page 2 of Exhibit 13, in the  
23 section of the trademark registration entitled  
24 "Specimens," there is one box checked.

25 What is that box?

1 A "Advertising leaflets."

2 Q Then looking back at page 4 here of the  
3 exhibit, P-000136, in the upper right-hand corner of  
4 this page, do you see the number of this trademark  
5 registration next to the mark Economy Rent-A-Car?

6 A I'm sorry. Could you repeat the question.

7 Q At the upper right corner of the page do you  
8 see --

9 A What page?

10 Q -- a trademark registration number. Page 4.

11 A This page?

12 Q Upper right.

13 A Yes.

14 Q And what's that trademark registration  
15 number?

16 A 00066920.

17 Q So that means this is the specimen that goes  
18 with this registration number, 0066920, right?

19 A Yes.

20 Q So this appears to be the advertising  
21 leaflet referred to in section 12 of the registration?

22 A Yes.

23 Q Just below the mark in the specimen, there  
24 is a bulleted list of services or attributes of UDBC's  
25 services under the mark, correct?

1 A That's correct.

2 Q Would you please read the first line of  
3 that?

4 A "Compacts and mid-size care."

5 Q The last word being "care," C-A-R-E?

6 A Yes.

7 Q Do you think that's a typographical error?

8 MR. LITTLEPAGE: Objection. Lack  
9 of foundation.

10 THE WITNESS: I believe it is,  
11 especially because it's followed by  
12 "passenger vans."

13 BY MS. GOBAT:

14 Q Yes, it is followed by "passenger vans."  
15 Would you read the rest of those bulleted  
16 items on the list.

17 A "Low daily and weekly rates. Local pickup  
18 and dropoff available. Flyaway service to LAX. Fast,  
19 friendly service."

20 Q Do you happen to know what "flyaway service"  
21 refers to?

22 A I'm not sure.

23 Q And what does it mean, "local pickup and  
24 dropoff"?

25 A I imagine that anyone near that vicinity,

1 they would pick them up, bring them to their location,  
2 rent them the car, and when they return the car, they  
3 would drop them off back to where they needed to go in  
4 the vicinity.

5 Q Thank you.

6 Shall we take a break?

7 MR. LITTLEPAGE: Off the record.

8 (Whereupon, the lunch recess was  
9 taken.)

10 BY MS. GOBAT:

11 Q Mr. Muniz, I have a really basic question  
12 for you regarding this cancellation petition that is  
13 the subject of this whole case.

14 Why was it that you didn't file this  
15 cancellation petition right away or soon after you  
16 learned about the trademark registration belonging to  
17 my client?

18 A When I first learned of the respondent and  
19 did my investigation on that company, they were only  
20 doing business in Europe. As far as I could tell,  
21 their website did not include any destinations into  
22 the US.

23 Q Destinations into the US?

24 A Into the US, and did not compete with any of  
25 the markets that I would be licensing into or going

1 into.

2 Q I see.

3 A Also, their mark as a whole did not appear  
4 to conflict with mine.

5 Q What do you mean "did not appear to  
6 conflict"?

7 A Their mark with the verbiage in German and,  
8 and design didn't -- wasn't -- I didn't feel it would  
9 interfere with my business.

10 It wasn't until we received complaints from  
11 customers in 2012, early 2012, there was a Canadian  
12 gentleman that called us requesting a refund for a  
13 booking that he had made with the respondent, and that  
14 put us on notice as to the confusion that we might  
15 have between our marks. We also received other  
16 complaints in Costa Rica during the same period. I  
17 imagine that was because it was a peak season.

18 Q What same period are you talking about?

19 A This is early, early 2012, so January 2012.  
20 The complaints may have been for rentals that were  
21 from December 2011, but they were complaining in  
22 early -- this is when we were learning about it was in  
23 early 2012. So that's when I went in and started  
24 investigating the company again and saw how they had  
25 grown into the US market and were causing me

1 headaches, causing confusion.

2 We had also seen websites, some comments in  
3 Wikipedia saying that the respondent's mark had a  
4 dubious reputation, respondent being Economy Car  
5 Rentals, and that did cause concern, that it would get  
6 confused with my -- yes, Economy Rent-A-Car, because  
7 it was on their Wikipedia page. I didn't have a  
8 Wikipedia page, and so --

9 Q On whose Wikipedia page?

10 A The respondent's.

11 Q So Economy Car Rental's Wikipedia page?

12 A Right. Economy Car Rental's Wikipedia page,  
13 there were comments that said this was a dubious --

14 Q But they were comments about Economy  
15 Rent-A-Car?

16 A No. They were comments about Economy Car  
17 Rentals, and that -- and they had specifically stated  
18 that there were other comments made, that it was a  
19 travel agency or it was a booker of reservations and  
20 whatnot, so --

21 Q Why would that --

22 A So yes, those remarks also worried me about  
23 it causing confusion with my brand and my reputation  
24 associating -- those comments being associated with my  
25 brand.

1 Q I see. So at the time -- we're talking way  
2 back in 2009 -- you thought, well, I don't see them  
3 doing business in the United States, I don't see the  
4 trademark as conflicting. And then sometime around  
5 2012 you start getting information and signals that  
6 make you more concerned about confusion and about a  
7 potential conflict even, but -- that doesn't change  
8 the similarity of the marks, but it changes your  
9 attitude about that, right?

10 A What I really saw was that they were, they  
11 were really -- what I really realized was that they  
12 were never really using their mark. What they were  
13 doing was using a mark very similar to mine and that  
14 they had abridged, you know, the original trademark,  
15 and that that was causing customer confusion.

16 Q You think that was, you think that was the  
17 reason why you were getting the confusion that you  
18 saw, that you perceived, the abridgment of the mark?

19 A I understand the question. That was one of  
20 the reasons, yes.

21 Q Between those two times -- I mean we've got  
22 a time span there of April 2009 until January 2012,  
23 and did anything happen in between those two times  
24 with regard to watching the respondent's activity in  
25 the marketplace or anything like that?

1 A I'm not sure.

2 Q Another thing that happened in 2009 was the  
3 formation of BLT Consulting by Bob Thunell; is that  
4 correct?

5 A I'm not sure when Bob Thunell created that  
6 corporation.

7 Q Let's look at -- counsel asked earlier about  
8 the exhibits to your declaration. I'd like to look at  
9 those now. I have to find all the copies.

10 Here we go. I want to put Exhibit 1 and  
11 Exhibit 2 to the declaration together as one exhibit,  
12 Exhibit 28.

13 (Exhibit 28 was marked for  
14 identification.)

15 BY MS. GOBAT:

16 Q Now, these, these were already produced  
17 during discovery, these two agreements. As you can  
18 see by the document numbers on their pages, they go  
19 together. These -- is it correct to -- are you  
20 familiar with these two agreements?

21 A The first exhibit is a trademark license  
22 agreement between Proveedores and Economy Rent-A-Car  
23 Leasing, and it appears to be the one that I  
24 referenced earlier, yes, so I am familiar with it.

25 Q And the second, Exhibit 2 to your

1 declaration, are you also familiar with that?

2 A The second is the trademark sublicense  
3 agreement between Economy Rent-A-Car Leasing and the  
4 Delaware corporation Economy Rent-A-Car, Inc., and it  
5 would appear to be the one that I referenced to  
6 earlier in my testimony.

7 Q So these two agreements together accomplish  
8 the license and sublicense of certain marks from  
9 Proveedores to Economy Rent-A-Car Leasing and thereby,  
10 and by Economy Rent-A-Car Leasing to, a sublicense to  
11 Economy Rent-A-Car, Inc.; is that correct?

12 A Yes.

13 Q On Exhibit 1 here, the first page here,  
14 trademark license agreement from Proveedores to  
15 Economy Rent-A-Car Leasing occurs effective as of the  
16 27th of December, 2009, correct?

17 A Yes.

18 Q And the sublicense from Economy Rent-A-Car  
19 Leasing to Economy Rent-A-Car, Inc. occurs on -- is  
20 effective as of the date of January 11, 2010, not long  
21 after the license?

22 A Yes.

23 Q Did your counsel draft these agreements?

24 A Yes.

25 Q And you have signed both of these

1 agreements, correct?

2 A Yes.

3 Q And did you have the advice of counsel  
4 before signing these?

5 A Yes.

6 Q I want to draw your attention to paragraph  
7 15 of each of these agreements. Those paragraphs are  
8 on the last page of each agreement, and would you  
9 please read that paragraph 15.

10 A "Entire agreement: This agreement  
11 constitutes the entire agreement between the parties  
12 with respect to the authorized use of the marks, and  
13 supersedes all prior negotiations, understandings, and  
14 agreements, if any, between the parties. This  
15 agreement may only be amended or modified by written  
16 instrument signed by the parties."

17 Q Thank you.

18 Now, is it your contention that this license  
19 and sublicense cover the UDBC mark?

20 A The UDBC mark was -- I had given verbal  
21 authorization to use the UDBC mark.

22 Q You gave that authorization when?

23 A In December 2010.

24 Q And the date of this license agreement?

25 A It is December 27, 2009.

1 Q Correct.

2 So how could this agreement cover the UDBC  
3 marks if you hadn't then given that authorization  
4 already?

5 A I didn't say --

6 Q Let me strike that and go back. Sorry.  
7 Strike that last question.

8 We've looked earlier today at Exhibit 11.  
9 Would you please look at that again. And you've  
10 spoken about this agreement already.

11 This is a trademark assignment, correct?  
12 Would you describe again this agreement.

13 A The trademark assignment made on the 9th of  
14 December between UDBC and Proveedores.

15 Q The 9th of December of what year?

16 A Of 2010.

17 Q And this assigns the UDBC mark from UDBC to  
18 Proveedores; is that correct?

19 A That is correct.

20 Q Now, Proveedores became the owner of the  
21 UDBC mark on the 9th of December, 2010?

22 A Yes.

23 Q That was almost a year after this first  
24 license and sublicense, so at the time of this license  
25 and sublicense in Exhibit 28, Proveedores did not own

1 the UDBC mark?

2 A That's correct.

3 Q So that means that this license and  
4 sublicense cannot possibly cover the UDBC mark; is  
5 that correct?

6 A I don't know if that's correct, because it  
7 could include future marks.

8 Q Is there anything in the agreement that says  
9 that?

10 A I don't know. I'd have to read it.

11 Q Now let's look at Exhibit 3 to your  
12 declaration, Mr. Muniz.

13 (Exhibit 29 was marked for  
14 identification.)

15 BY MS. GOBAT:

16 Q Are you familiar with this particular  
17 agreement? I think, in fact, we may have looked at it  
18 already today. Yes?

19 A Yes, I am.

20 Q This agreement is the same as Exhibit 16, in  
21 fact.

22 A Okay.

23 Q In effect, is this a license back from the  
24 Economy Rent-A-Car to UDBC of UDBC's own mark?

25 A Yes.

1 Q Does it also license to UDBC the Proveedores  
2 marks?

3 A I'm not sure if that's done solely in this  
4 agreement or if that's in another agreement.

5 Q In the second paragraph under the word  
6 "witnesseth," would you read that paragraph, please.

7 A "Whereas, licensor by virtue of its  
8 sublicense agreement with Economy Rent-A-Car Leasing  
9 has the right to use and authorize others to use the  
10 following service marks in connection with the car  
11 rental of vehicles, services to others, Economy,  
12 Economy Rent A Car, and Economy Rent-A-Car,  
13 hereinafter collectively 'the marks.'"

14 MS. GOBAT: Please let the record  
15 show that the repetition of Economy  
16 Rent-A-Car is because in the first instance  
17 it's without hyphens and in the second  
18 instance it's with hyphens in "Rent-a-Car."

19 BY MS. GOBAT:

20 Q This agreement is made effective nunc pro  
21 tunc as of January 12, 2010, correct?

22 A That's correct.

23 Q It was executed February 26, 2013, correct?

24 A That's correct.

25 Q So why three years between the -- why wait

1 so long? Why didn't you do this right away?

2 A I had belief that my verbal authorization  
3 was sufficient.

4 Q So you made a verbal -- sorry.

5 A Before, when that came into question, I  
6 decided to formalize it in this written document.

7 Q You made a verbal authorization back in 2010  
8 in connection with what?

9 A With the mark that I had purchased from  
10 UDBC.

11 Q For Proveedores?

12 A To Proveedores.

13 Q One moment, please. There are so many  
14 different agreements here . . .

15 A Exactly.

16 (Discussion was held off the  
17 record.)

18 BY MS. GOBAT:

19 Q So you were saying about a verbal  
20 authorization that you made to UDBC that they could  
21 use both their own mark -- am I confusing you?

22 A No. Go ahead.

23 Q You're saying that you made a verbal  
24 authorization to UDBC that they could use their own  
25 mark in the Van Nuys area, and they could also use the

1 Proveedores marks?

2 A That's not completely correct.

3 Q Okay.

4 A I didn't say that they could -- first of  
5 all, I did not say they could use their own marks. I  
6 had purchased the rights to the marks, so it wasn't  
7 their mark anymore.

8 Q Right.

9 A Okay, and the verbal agreement was -- and I  
10 don't think you're explaining the verbal agreement  
11 correctly.

12 Q Okay. Well, you're telling me that this  
13 nunc pro tunc agreement is meant to formalize what was  
14 a former verbal authorization that you made, right?

15 A That's correct.

16 Q And when did you make that authorization?

17 A On December 10, 2010.

18 Q What marks did that authorization cover?

19 A Did what cover?

20 Q The verbal authorization that you say you  
21 made on December 10, 2010.

22 MR. LITTLEPAGE: Well, I'm going to  
23 object. The question is misleading. The  
24 question poses that what marks, plural,  
25 was --

1 MS. GOBAT: There were at least  
2 three marks covered in this.

3 MR. LITTLEPAGE: Not in the nunc  
4 pro tunc document that was executed. There's  
5 only one mark covered.

6 MS. GOBAT: Excuse me. I see three  
7 here.

8 MR. LITTLEPAGE: That's not the  
9 nunc pro tunc license agreement.

10 MS. GOBAT: This is a nunc pro tunc  
11 license back to UDBC --

12 THE WITNESS: But this is not the  
13 correct nunc pro tunc.

14 BY MS. GOBAT:

15 Q We'll discuss that other one later. We're  
16 talking about this one now.

17 A Okay.

18 Q This one, I'm still not clear on --

19 A Okay.

20 Q -- what it does.

21 A This does what it says it does.

22 Q Would you explain that, please.

23 A This is a nunc pro tunc agreement between  
24 Economy Rent-A-Car, Inc. and UDBC for the marks  
25 Economy, Economy Rent A Car and Economy Rent-A-Car

1 with hyphens.

2 Q And it's made effective as of January 12,  
3 2010.

4 Why that date?

5 A I'm not sure.

6 Q I may be able to refresh your memory. May  
7 be able to.

8 January 11, 2010, the day before this date,  
9 there is another agreement. I don't know if we've  
10 looked at that agreement yet. Have we? I know what  
11 it is. I just can't lay my hands on it.

12 This is the sublicense from Economy  
13 Rent-A-Car Leasing to petitioner, right?

14 A What's the question?

15 Q There is an agreement, January 11, 2010, and  
16 I have it somewhere. Please go off the record for a  
17 moment while I find this.

18 (Discussion was held off the  
19 record.)

20 BY MS. GOBAT:

21 Q It's this one. It's the second half of  
22 Exhibit 28. January 11, 2010 is the date of a  
23 trademark sublicense agreement from Economy Rent-A-Car  
24 Leasing to Economy Rent-A-Car. And would you please  
25 refer back to that, this Exhibit 2 to your

1 declaration.

2 A Exhibit 28?

3 Q The second half of Exhibit 28, yes.

4 On the first page of that agreement at the  
5 top of the page, it says, "Trademark Sublicense  
6 Agreement." Remember, this is the day before this  
7 nunc pro tunc is made effective, right? So it  
8 probably relates.

9 Under the headline "witnesseth," would you  
10 please read the following paragraph in this agreement  
11 of 11 January 2010.

12 A "Whereas licensor, by virtue of its license  
13 agreement with Proveedores y Soluciones, DAC, S.A.,  
14 has the right to use, and authorize others to use, the  
15 following service marks in connection with the rental  
16 of vehicles services to others, Economy, Economy  
17 Rent A Car, hereinafter collectively The Marks."

18 Q Now, if we compare that paragraph with the  
19 paragraph in the trademark license agreement nunc pro  
20 tunc made effective as of the following day, if we  
21 compare those paragraphs, what difference do you see?

22 A You mean Exhibit 16, the -- what am I  
23 comparing?

24 Q No, we're comparing to -- I think it's  
25 Exhibit 29.

1 A Right.

2 Q Do I have that correct?

3 A Well --

4 Q Is Exhibit 29 the Exhibit 3 to the Muniz  
5 declaration? Yes, it should be.

6 Do you see Exhibit 29?

7 A Yes.

8 Q Does it say Exhibit 3 on the front page of  
9 it?

10 A Yes.

11 Q That's what I want you to look at. I want  
12 you to compare the second paragraph in this trademark  
13 license agreement that is Exhibit 29, and compare that  
14 to the second paragraph in the sublicense agreement  
15 made the day before.

16 A In Exhibit 28?

17 Q Yes.

18 A Okay, what would you like me --

19 Q I would like you to tell me what difference  
20 you see between those two paragraphs. Both paragraphs  
21 begin "Whereas, licensor by virtue of" --

22 A Exhibit 28, Exhibit 2?

23 Q Right.

24 A Okay. What differences I see?

25 Q Mm-hmm.

1 A Okay. I see -- in that paragraph?

2 Q Yes.

3 A So I see that one says, "By virtue of its  
4 sublicense agreement with Economy Rent-A-Car Leasing,"  
5 and the other says, "Licensor, by virtue of its  
6 license agreement with Proveedores y Soluciones DAC  
7 has the right to use and authorize others to use the  
8 following marks."

9 Q What are the following marks in the  
10 sublicense agreement of Exhibit 28?

11 A Economy and Economy Rent A Car.

12 Q And what are the following marks in that  
13 comparable paragraph in Exhibit 29?

14 A Economy, Economy Rent a Car and Economy  
15 Rent-A-Car with hyphens.

16 Q Okay. Then I want to reask the question.  
17 This agreement made effective as of  
18 January 12, 2010, does it cover the mark that  
19 Proveedores purchased from UDBC?

20 A I'm going to need a minute. Okay. I'm  
21 clear.

22 What is the question?

23 Q The question is: Does the trademark license  
24 agreement in Exhibit 29 cover the Economy Rent-A-Car  
25 mark that Proveedores purchased from UDBC?

1 A I believe it does.

2 Q And tell me again what the date of that  
3 purchase by Proveedores was of the UDBC mark.

4 When did Proveedores buy the mark from UDBC?

5 A The assignment from Proveedores -- from UDBC  
6 to Proveedores was made on the 9th of December, 2010.

7 Q I don't know if I asked this question  
8 before.

9 Why did you need this agreement at all, this  
10 Exhibit 29, the license to UDBC?

11 A We wanted -- the intent was that we wanted  
12 Mr. Martyn's company to service affiliates.

13 Q Service affiliates?

14 A I'm sorry. To service customers with the  
15 Economy Rent A Car mark.

16 Q You mean the Proveedores mark?

17 A The Economy Rent A Car mark.

18 Q Can you describe that mark? I don't know  
19 what mark you're telling me about.

20 MR. LITTLEPAGE: I think the  
21 witness is saying the mark of Economy  
22 Rent-A-Car.

23 THE WITNESS: Economy Rent A Car.

24 BY MS. GOBAT:

25 Q So you wanted Mr. Martyn, i.e., UDBC,

1 Martyn's company, UDBC, to service customers using the  
2 Economy Rent-A-Car mark, and you believed that he  
3 couldn't do that without this license?

4 A Correct.

5 MS. GOBAT: Now, let's look at  
6 Exhibit 30.

7 (Exhibit 30 was marked for  
8 identification.)

9 BY MS. GOBAT:

10 Q Mr. Muniz, are you familiar with this  
11 document?

12 A Not at this moment.

13 Q Do you recall ever seeing this document  
14 before?

15 A Not at this moment.

16 Q Earlier today you mentioned Mr. Bob Thunell  
17 several times, and I believe you said that he was  
18 assisting you in the evaluation of the UDBC business  
19 and trademark.

20 Is that correct?

21 A That is correct.

22 Q And you also mentioned that Mr. Thunell had  
23 spoken I believe by telephone with Mr. Martyn asking  
24 certain questions about the business in the Van Nuys  
25 location; is that correct?

1 A Yes. We had both gone to the location.

2 Q Together?

3 A Together, and spoken to the employees there.

4 I think it was -- I think I had said Hector before.

5 The person's name I think could have been Cesar, and

6 from there Bob Thunell proceeded in helping us with

7 the negotiations, doing the negotiations with Bob

8 Martyn.

9 Q So this document that you have in front of  
10 us, the parties to this document are who?

11 A UDBC and BLT Consulting.

12 Q And who is the signatory for BLT Consulting  
13 on this document?

14 A Bob Thunell.

15 Q What's the title of this agreement?

16 A "Agreement for Use of Service Mark re  
17 Economy Rent-a-Car."

18 Q Would you read the first paragraph, please.

19 A "This agreement: Agreement is made as of  
20 August" -- can't read the date -- "2010, by and  
21 between UDBC, Inc., a California corporation with a  
22 place of business at 7254 Sepulveda Boulevard, Van  
23 Nuys, California, 91415, hereinafter 'Licensor,' and  
24 BLT Consulting, LLC, a limited liability company with  
25 a place of business at 5829 East 58th Street, Tulsa,

1 Oklahoma, 74153, hereinafter 'Licensee.'"

2 Q Does this document purport to transfer any  
3 rights in the UDBC Economy Rent-A-Car trademark?

4 MR. LITTLEPAGE: Object. Lack of  
5 foundation.

6 BY MS. GOBAT:

7 Q You can still answer the question.

8 A I'm looking -- I don't know this document,  
9 so I need to, I need to read it.

10 What was your question again?

11 Q Does this agreement purport to transfer any  
12 rights in the UDBC mark Economy Rent-A-Car?

13 A I believe so.

14 Q Who's the licensor in this agreement?

15 A UDBC.

16 Q And who's the licensee?

17 A BLT.

18 Q BLT Consulting, LLC; is that correct?

19 A Correct.

20 Q And now I want to ask you to read into the  
21 record paragraph II, "Obligations of Licensee."

22 A "Licensee accepts license to it by Licensor.  
23 Licensee covenants that it will pay to Licensor the  
24 sum of \$1,000 per year, payable every 12 months,  
25 beginning on August 15, 2010 for five years for the

1 use of the service mark. Licensor covenants that it  
2 will use the service mark in the state of California,  
3 except that it will not use the service mark in the  
4 Van Nuys area of the City of Los Angeles. Licensee  
5 agrees that Licensor may continue to use the service  
6 mark in the Van Nuys area of the City of Los Angeles  
7 exclusively."

8 Q Do you see any problem with these last two  
9 sentences?

10 MR. LITTLEPAGE: Objection to the  
11 form of the question, and again, there's no  
12 foundation laid for the question itself.

13 MS. GOBAT: I'm asking him to read  
14 something and tell me what it means to him.

15 MR. LITTLEPAGE: You're asking him  
16 to interpret something that's in this  
17 document, and he's already testified that  
18 he's never seen the document before. It's an  
19 improper question.

20 MS. GOBAT: I'm asking him to tell  
21 me if he understands this English.

22 THE WITNESS: Yes, I understand the  
23 English.

24 BY MS. GOBAT:

25 Q Okay, and is there a contradiction between

1 the sentence that begins "Licensor covenants that it  
2 will use the service mark," et cetera, and the  
3 sentence following that that says, "Licensee agrees  
4 that Licensor may continue to use the service mark"?

5 A I don't know.

6 Q There's one more paragraph in this agreement  
7 that I would like you to read into the record, and  
8 that is on the second page. It's paragraph II,  
9 subparagraph D. It begins "the parties agree."

10 A "The parties agree that in the event that  
11 Licensee transfers or sublicenses its right under this  
12 agreement to any other entity, then in that event,  
13 both the Licensor and the transferee or sublicensee  
14 shall be fully bound by the terms of this agreement."

15 Q Now I want to look at together Exhibits 4  
16 and 5 to your declaration, and I guess that will be  
17 Exhibit 31.

18 (Exhibit \*31 was marked for  
19 identification but was later  
20 retrieved.)

21 MR. LITTLEPAGE: \*Let the record  
22 reflect that this exhibit has been marked  
23 "Confidential, Attorneys' Eyes Only" and  
24 should be sealed.

25

1 BY MS. GOBAT:

2 Q Now, the record can also reflect that I  
3 earlier objected to admitting these two documents, or  
4 at least this document together, and -- however,  
5 nevertheless, my objection might be overruled, and in  
6 that event I need to ask you some questions about  
7 them.

8 MR. LITTLEPAGE: Well, if you're  
9 going to ask questions about it, then I don't  
10 think your objection is proper, so I'm  
11 stating for the record that if you ask any  
12 questions about these documents, our position  
13 will be that you have waived your prior  
14 objection. You can't conditionally ask  
15 questions.

16 MS. GOBAT: It's not conditionally.  
17 It's just that I don't know whether my  
18 objection will be overruled or not, and  
19 therefore, I'm entitled to ask the questions.  
20 Otherwise I lose that opportunity.

21 MR. LITTLEPAGE: Okay. We've  
22 stated our positions for the record.

23 MS. GOBAT: Good. Thank you.

24 BY MS. GOBAT:

25 Q So please --

1 MS. GOBAT: This is Exhibit 31,  
2 correct?

3 THE REPORTER: Mm-hmm.

4 MR. LITTLEPAGE: For the record.  
5 Exhibit 31 mirrors petitioner's Exhibit 14  
6 and Exhibit 15.

7 MS. GOBAT: In fact, if you like,  
8 we can keep them as Exhibit 14 and 15 and  
9 strike Exhibit 31.

10 Is that acceptable to you, Sam?

11 MR. LITTLEPAGE: Certainly.  
12 Strike Exhibit 31. For the record, I'm  
13 returning the copies to counsel.

14 (\*The original Exhibit 31 was  
15 stricken from the record.)

16 MS. GOBAT: Thank you.

17 BY MS. GOBAT:

18 Q So let's go back to your Exhibits 14 and 15.

19 These two agreements also go together, is  
20 that correct, in the sense that they make a chain  
21 between Proveedores and Economy Rent-A-Car via Economy  
22 Rent-A-Car Leasing, the license and a sublicense; is  
23 that correct?

24 A If they are separate agreements?

25 Q Yes. One transfers rights from Proveedores

1 to Economy Rent-A-Car Leasing?

2 A Yes.

3 Q And the other transfers those same rights  
4 from Economy Rent-A-Car Leasing to Economy Rent-A-Car;  
5 is that correct?

6 A Yes.

7 Q What I want to ask you about --

8 A I don't know if the same, but yes. Yes, the  
9 same, yes.

10 Q Would you please -- I want to draw your  
11 attention to the last page of each of these two  
12 agreements and paragraph 12.

13 Paragraph 12 is titled "Entire Agreement,"  
14 correct?

15 A Correct.

16 Q Is the paragraph the same in both  
17 agreements?

18 A Yes.

19 Q Would you please read that paragraph,  
20 starting with the numeral 12.

21 A "12, Entire Agreement. This agreement  
22 constitutes the entire agreement between the parties,  
23 with respect to the authorized use of the mark, and  
24 supersedes all prior negotiations, understandings and  
25 agreements, if any, between the parties. This

1 agreement may only be amended or modified by written  
2 instrument signed by the parties."

3 Q Now, you notice the word "supersedes" in  
4 this paragraph.

5 Are there any prior negotiations,  
6 understandings or agreements that these two agreements  
7 supersede?

8 A I'm not sure.

9 Q Now would you please read the second  
10 paragraph of Exhibit 14 under the word "witnesseth."

11 A "Whereas Licensor has the right to use and  
12 authorize others to use the following service mark in  
13 connection with both the rental of vehicles and  
14 providing vehicle reservation services to others,  
15 Economy Rent-A-Car, hereinafter 'the mark.'"

16 Q And Rent-a-Car contains hyphens in this  
17 case?

18 A Yes.

19 Q And so this agreement refers to only one  
20 mark?

21 A Yes.

22 Q Now, these, both of these agreements,  
23 Exhibit 14 and Exhibit 15, were made effective nunc  
24 pro tunc as of the 10th day of December; is that  
25 correct? Tenth day of December, 2010.

1 A Yes.

2 Q And December 10, 2010 is one day after  
3 Proveedores acquired the UDBC mark --

4 A That is correct.

5 Q -- correct?

6 Do these two agreements refer to the UDBC  
7 mark? Do they transfer rights in the UDBC mark?

8 A Yes.

9 Q These two agreements were executed on what  
10 day?

11 A May 30, 2014.

12 Q And they were -- is it correct that they  
13 were introduced into this case as part of petitioner's  
14 brief in opposition to respondent's summary judgment  
15 motion?

16 A Yes.

17 Q Why did you do these agreements? Why did  
18 you prepare these agreements?

19 A As mentioned before, I believed I needed to  
20 show written proof of the verbal agreement that I had  
21 given between these corporations, the UDBC mark.

22 Q Why did you feel that need? I don't  
23 understand.

24 A Because it was called into question by the  
25 respondent.

1 Q By the respondent in the summary judgment  
2 motion?

3 A Correct.

4 Q In what way was it called into question?  
5 Hold on a second. Strike that.

6 Are you saying that the authorization from  
7 Proveedores -- that the authorization from Proveedores  
8 to Economy Rent-A-Car Leasing and from Economy  
9 Rent-A-Car Leasing to Economy Rent a Car to use and  
10 sublicense the Economy Rent A Car mark, you're saying  
11 that that verbal authorization was called into  
12 question. What are you saying was called into  
13 question? I'm not getting it.

14 A The license that I granted between those  
15 companies to use the mark.

16 Q So there was some kind of -- are you saying  
17 there was some kind of unwritten license?

18 A I'm saying that originally there was a  
19 verbal authorization.

20 Q And why -- but you also had these earlier  
21 license and sublicense agreements that were produced  
22 during discovery in this case, and that were produced  
23 in answer to respondent's questions about how the  
24 mark, how the UDBC mark was transferred to Economy  
25 Rent-A-Car.

1 MR. LITTLEPAGE: Well, I'm not sure  
2 that's a question. If it is, it's  
3 argumentative.

4 MS. GOBAT: I'm sorry.

5 BY MS. GOBAT:

6 Q We just looked at the earlier license and  
7 sublicense that were produced during discovery in this  
8 case.

9 Is it true that those earlier produced  
10 license and sublicense purported to show a license to  
11 Economy Rent-A-Car so that Economy Rent-A-Car was the  
12 sublicensee of rights in the UDBC mark?

13 A Please repeat the question.

14 (Whereupon, reporter reads  
15 requested material.)

16 THE WITNESS: I would need to see  
17 which exhibit you're referring to.

18 BY MS. GOBAT:

19 Q I'm referring to what is now -- I think it's  
20 Exhibit 29. No. Exhibit 28.

21 A I'm not trying to be difficult. What is it  
22 exactly -- now that I have the exhibit in front of me,  
23 what is it that you want me -- that you're asking?

24 Q This sublicense -- the license and  
25 sublicense in Exhibit 28, do they cover the UDBC mark?

1           A       I don't think so. Let me just make sure.  
2       Okay. I don't think so.

3           Q       You don't think so?

4           A       No, I don't think so.

5           Q       So the only written agreement that is in  
6       evidence now that does cover UDBC mark and gives  
7       petitioner a sublicense to that mark are these new  
8       nunc pro tunc license and sublicense? Those are the  
9       only written agreements that we have in evidence now  
10      that give -- that make petitioner the sublicensee of  
11      the mark that originally belonged to UDBC; is that  
12      correct?

13                   MR. LITTLEPAGE: Are you including  
14      the assignment itself from UDBC to  
15      Provedores, in which the license followed?

16                   MS. GOBAT: I don't think that's  
17      necessary to the question.

18                   MR. LITTLEPAGE: Well, then I think  
19      the question is misleading.

20                   THE WITNESS: These two agreements,  
21      this is a nunc pro tunc agreement between  
22      Provedores and Economy Rent-A-Car Leasing to  
23      the Economy Rent-A-Car mark that was assigned  
24      to Provedores.

25

1 BY MS. GOBAT:

2 Q Okay, and there are no other agreements that  
3 do the same thing? There are no other written  
4 agreements that do the same thing?

5 A The same thing?

6 Q Same thing being transfer Proveedores'  
7 rights and the UDBC mark eventually to Economy  
8 Rent-A-Car.

9 A Correct.

10 Q Thank you.

11 Now we get to do the fun part.

12 A You know what? I'm not sure. I don't know.  
13 Maybe that's correct, but I'm not sure.

14 Q Okay. I want to -- are we doing okay, or do  
15 we need a break?

16 A I don't need a break.

17 Q I probably only need another half hour.

18 Was the visit that you made to the Van Nuys  
19 location of UDBC in June or July of 2010, was that  
20 your first visit to the location?

21 A Yes.

22 Q Had you ever been in the Los Angeles area  
23 before as a tourist or anything?

24 A I don't think so.

25 Q Since that visit, how many times have you

1 visited the Van Nuys location?

2 A The most recent visit was in I believe July,  
3 late July, 2013 by my brother, Daniel Muniz and Bob  
4 Thunell.

5 Q And were there any visits of anyone from  
6 Economy Rent-A-Car or Proveedores to the site between  
7 those two visits, the first one and July 2013?

8 A I'm not sure.

9 Q During that period of time between mid-2010  
10 and mid-2013, did you receive any reports from UDBC  
11 about their business statistics?

12 A I met with Bob Martyn, and he gave me  
13 information on the company.

14 Q Where did you meet with him?

15 A In Tulsa, Oklahoma.

16 Q When?

17 A I'm not sure.

18 Q Year?

19 A Between 2012 and 2013.

20 Q Why was it in Tulsa?

21 A That's where he wanted to meet.

22 Q When you --

23 MS. GOBAT: I want to introduce  
24 Exhibit 31.

25 THE REPORTER: The new Exhibit 31.

1 (Exhibit 31 was marked for  
2 identification, taking the place of  
3 the Exhibit 31 that was stricken.)

4 BY MS. GOBAT:

5 Q Would you please look at both pages of this  
6 document, because I'm going to ask you a question  
7 about them.

8 Is the second page a larger version of the  
9 first page of this document?

10 A Yes.

11 MR. LITTLEPAGE: Objection. Lack  
12 of foundation.

13 BY MS. GOBAT:

14 Q Do you recognize the location in this  
15 photograph?

16 A Yes.

17 Q What is this location?

18 A It's the company that -- it's the Van Nuys  
19 company.

20 Q Is it at 7256 Sepulveda Boulevard in Van  
21 Nuys, California?

22 MR. LITTLEPAGE: Objection. Lack  
23 of foundation.

24 THE WITNESS: It says 7286  
25 Sepulveda Boulevard, but --

1 BY MS. GOBAT:

2 Q I know. I see that.

3 Would you look at the photograph on page 2  
4 of Exhibit 31.

5 A Yes.

6 Q Is there a sign bearing the words  
7 "Rent-a-Car" on it in that photograph?

8 A I can barely make it out because of the  
9 quality, but it would appear that the words  
10 "Rent-a-Car" are stated there.

11 Q It is a very blurry photograph.

12 Are you familiar with Google Street View?

13 A Somewhat.

14 Q Have you ever used it yourself?

15 A No.

16 Q Do you see next to the sign we just referred  
17 to where one can read the words "Rent-a-Car," does it  
18 look like that is a sign that you're familiar with?

19 A It looks very similar to the sign I took a  
20 picture of.

21 Q And there are actually two signs on the pole  
22 that's standing on the corner of this location; is  
23 that correct?

24 A Yes.

25 Q And is the -- are these two signs, one above

1 the other on the pole?

2 A Yes.

3 Q Which -- is the lower sign of the two the  
4 Rent-a-Car sign?

5 A Yes.

6 Q And the upper of the two signs, can you  
7 describe that for me?

8 A It says "Auto Sales" and has a car, a  
9 picture of a car.

10 Q Anything else?

11 A I believe that's a phone number. I'm not  
12 sure.

13 Q What color are the buildings in this  
14 photograph?

15 A Orange.

16 Q Does this resemble what the Van Nuys  
17 location looked like when you visited in 2009? Excuse  
18 me. 2010.

19 Does this look like the location in Van Nuys  
20 when you visited in 2010?

21 A It's very similar. It could be that the  
22 buildings have been painted, but it looks very  
23 similar.

24 Q As to you mean the arrangement of the  
25 buildings and the cars in the lot and that sort of

1 thing? Or what makes it look similar?

2 A The sign is similar. I don't recall -- I  
3 think the sign -- the signs looks similar and that the  
4 auto sales around it . . .

5 Q What about this -- on one of the buildings  
6 here toward the right of the photograph, there's a  
7 large sign on top of the building.

8 Do you see that?

9 A Yes.

10 Q You can see it better on the second page, of  
11 course.

12 A Yes.

13 Q And can you describe that sign for me?

14 A It's a big sign. It says "Easy Credit" and  
15 has a picture of a car.

16 Q Are there other words on the sign in  
17 addition to those?

18 A "Zero down," I think it says.

19 Q Yes.

20 A And a big, a big red sign in Spanish.

21 Q What does the sign -- what are the words in  
22 Spanish? Could you just pronounce those?

23 A You want me to translate it?

24 Q Yes, please, if you wouldn't mind.

25 A Repossessed.

1 Q And is there another word above  
2 "repossessed" in Spanish?

3 A I do not see what that word says.

4 Q And in Spanish, just for the record, could  
5 you say that or spell it so we can have it in the  
6 record, the word that --

7 A R-E-P-O-S-E-I-D-O-S.

8 (Exhibit 32 was marked for  
9 identification.)

10 BY MR. LITTLEPAGE:

11 Q Mr. Muniz, does the first page of this  
12 document show two photographs?

13 A Yes.

14 Q Are those two photographs also of the  
15 Sepulveda Boulevard location in Van Nuys?

16 MR. LITTLEPAGE: Objection. Lack  
17 of foundation. The witness hasn't testified  
18 that he's ever seen these photographs. He  
19 didn't take the photographs.

20 BY MS. GOBAT:

21 Q Okay. Do you recognize the location shown  
22 in these two photographs? If it helps, you may want  
23 to refer to the enlarged versions on page 2 and 3.

24 A It looks very similar to the picture from  
25 Exhibit 31.

1 Q Are there important -- are there differences  
2 that you see in the color of the buildings?

3 A Yes, the colors seem to be different.

4 Q What color are the buildings in these  
5 photographs?

6 A White or pink. I'm not sure. I think it's  
7 white.

8 Q And there is -- is there a building on the  
9 corner with a red car parked in front of it, a white  
10 building with a red car parked in front of it, among  
11 others?

12 A Yes.

13 Q And on the side of that building, facing one  
14 of the two streets in the picture, is there a sign  
15 that says "Grand Opening"?

16 A Yes.

17 Q On the building behind that building, do you  
18 see a large sign on the roof of that building?

19 A Yes.

20 Q Does that sign bear the words "Easy Credit"  
21 and the Spanish word "reposeidos"?

22 A Yes, the sign has that, those letters.

23 Q Now please look at the sign that's on the  
24 corner mounted on a pole, the two signs that we saw  
25 before in Exhibit 31.

1           Is that correct? Is that the same pole that  
2 we're looking at on the corner?

3           A     I don't know if it's the same pole.

4           Q     If you compare Exhibit 31 and Exhibit 32,  
5 could you take a look at that again and tell me  
6 whether you think it's the same pole?

7           A     Well, I don't see -- I can't, no, I'm sorry,  
8 because I don't see the building, the house in Exhibit  
9 31, so I'm not sure.

10          Q     You see the yellow or dark yellow or orange  
11 house that is -- in Exhibit 31 it's to the rear of the  
12 sign, and we're just looking at a certain angle at  
13 that building.

14                   Is that not the same building that has a  
15 "Grand Opening" sign on it in Exhibit 32?

16                   MR. LITTLEPAGE: Again, I'm going  
17 to object to a lack of foundation.

18                   THE WITNESS: I'm not sure.

19 BY MS. GOBAT:

20           Q     We're looking at two images.

21           A     I'll really not sure.

22                   MR. LITTLEPAGE: Images from a  
23 photograph that the witness has never seen  
24 before.

25                   MS. GOBAT: He has --

1 BY MS. GOBAT:

2 Q Have you seen this location before?

3 A Yes. I've been to --

4 Q Have you been inside any of the buildings  
5 that we see in either Exhibit 31 or Exhibit 32?

6 A I don't remember.

7 Q When you visited there, when you visited the  
8 Van Nuys location of UDBC in June or July of 2010, and  
9 you spoke with the manager, whether his name was  
10 Hector or Cesar, when you spoke with an employee  
11 there, were you outside?

12 A No.

13 Q You were inside a building?

14 A Yes.

15 Q But you're not sure whether it was any of  
16 these buildings?

17 A I'm not sure.

18 Q Any of the buildings that we see in the  
19 photograph is what I meant to say. Okay?

20 Going back to page 2 of Exhibit 32, there  
21 is -- do you see a vertical pole on the corner, and  
22 can you make out a sign that says "Rent-a-Car" on that  
23 pole?

24 A No, I cannot, because it's very blurry. The  
25 picture is very blurry.

1 Q Do you see a vertical pole standing on the  
2 corner that is -- the top of that pole is extended  
3 just above the rooftops behind it? Do you see that  
4 pole?

5 A Could you please point out which pole you're  
6 referring to? Do I see which pole?

7 Q This one right here.

8 A Yes, I see that pole. I see your pole.

9 Q And do you see two advertising signs mounted  
10 on that pole?

11 A It's hard to make out if there's two, you  
12 know, because it's so blurry.

13 Q I see.

14 A I see signs on the pole or a sign. I'm not  
15 sure if it's two or one.

16 Q Okay. Can you make out any of the text on  
17 either of those two signs?

18 A No, I cannot.

19 Q Can you say which one of either Exhibit 31  
20 with the orange buildings or Exhibit 32 seems a more  
21 accurate depiction of the location that you visited in  
22 mid-2010, or is it neither?

23 A Exhibit 32 is more similar to the location I  
24 visited.

25 MS. GOBAT: I just want you to look

1 at one more example, a set of photographs  
2 from more recent.

3 (Exhibit 33 was marked for  
4 identification.)

5 BY MS. GOBAT:

6 Q Would you look at page 2 of Exhibit 33.  
7 Is this a photograph?

8 A Yes.

9 Q And do you see in this photograph in the  
10 bottom center of the image, do you see the word  
11 "Google"?

12 A Yes.

13 Q And in the right lower hand corner of the  
14 image, do you see an overlay that says "Image Capture  
15 May 2014"?

16 A Yes.

17 Q In the upper left of this photograph, do you  
18 see --

19 A Wait. I don't -- where does it say "Image  
20 Capture"? Oh, I see it. "Image Capture May 2014."  
21 Yes, I see it.

22 Q Also in the lower right corner of the  
23 photograph, do you see -- or overlaid on the  
24 photograph, do you see a red and white diamond-shaped  
25 icon with two arrows rotating around it?

1 A Yes.

2 Q And what do you think that icon represents?

3 A I'm not sure.

4 Q Could it represent a compass direction?

5 MR. LITTLEPAGE: Objection. Lack  
6 of foundation. Calls for speculation.

7 THE WITNESS: It could.

8 BY MS. GOBAT:

9 Q The -- in the upper left part of the  
10 photograph, overlaid on the photograph, do you see a  
11 box containing text?

12 A Overlaid on the photograph, yes.

13 Q Okay, and what does that text say?

14 A It says 15285 Wyandotte Street, Los Angeles,  
15 California.

16 Q And below that?

17 A May 2014.

18 Q And to the left of May 2014?

19 A Street view.

20 Q For the record, Wyandotte is spelled  
21 W-Y-A-N-D-O-T-T-E.

22 THE REPORTER: Thank you.

23 BY MS. GOBAT:

24 Q In this photograph, do you see a building on  
25 the left side of the photograph that is primarily

1 white?

2 A Yes.

3 Q Do you recognize that building?

4 A I'm not sure.

5 Q Does the building have a red and a blue  
6 horizontal stripe painted on its side near the bottom  
7 of the side of the building?

8 A Yes.

9 Q Now turning your attention to, again, this  
10 vertical pole that is on the sidewalk and carries -- I  
11 believe it carries two signs.

12 Do you see two signs mounted on that pole?

13 A I believe those could be two signs. It's  
14 blurry, for the record.

15 Q Yeah, it is blurry. The upper of the two  
16 signs, can you read anything on that sign?

17 A It appears to say "Alpine."

18 Q Is there some kind of image on that sign as  
19 well as text?

20 A Some kind of an image and numbers, like a  
21 phone number.

22 Q What about the lower sign? Do you recognize  
23 that sign?

24 A That would appear to be my logo.

25 Q What logo is that? Can you describe that?

1 A That is the federal trademark logo.

2 Q For which mark?

3 A For Economy Rent A Car with the white  
4 stripe -- it appears to be --

5 Q The one that's registered by Proveedores?

6 A Yes, correct.

7 Q Now please look at page 4 of Exhibit 33.

8 Now do you recognize the buildings in this  
9 photograph?

10 A Do I recognize the buildings?

11 Q Mm-hmm.

12 A I'm not sure.

13 Q And do they look -- are they the same  
14 buildings as we've looked at in Exhibit 31 and Exhibit  
15 32?

16 A They're very similar.

17 Q Do you think the -- strike that.

18 Is there a difference that you see  
19 between -- you see the building with the slanted roof,  
20 which is in the right-hand side of the photograph on  
21 page 4 here, and is that the same building that in  
22 Exhibit 31 and Exhibit 32 has a very large sign on top  
23 of it, that sign we were speaking of before that has  
24 the words "easy credit" and "repossessed"?

25 A It's very similar.

1 Q It's very similar, but you're not sure it's  
2 the same building?

3 A I'm not sure. I'd have to take the pictures  
4 myself or I'd have to go -- I'm not sure.

5 Q So you can't say whether the building that  
6 we're speaking of now in Exhibit 33 with the long  
7 slanted roof, you can't say whether that building is  
8 the same building as the one with the large sign on it  
9 on its roof in Exhibit 31 and Exhibit 32?

10 MR. LITTLEPAGE: Asked and  
11 answered.

12 THE WITNESS: I can't say for sure  
13 now.

14 BY MS. GOBAT:

15 Q Okay. During the period of between mid-2010  
16 and mid-2013, did Bob Martyn ever communicate to you  
17 about any changes he wanted to make or planned to make  
18 in the exterior appearance of the buildings at the Van  
19 Nuys location?

20 A I'm not sure.

21 Q And what about during the period between  
22 that last visit and now? Have you had any  
23 communication from UDBC or from Mr. Martyn about  
24 changes in the exterior appearance of the Van Nuys  
25 location?

1           A       Apart from adding some exterior signage with  
2 our logo, I'm sure we have, but that was -- that's one  
3 of the things I can recall.

4           Q       Would you look again at Exhibit 19.

5           A       Yes.

6           Q       Is this a photograph of the exterior of one  
7 of the buildings at the Van Nuys location?

8           A       Yes.

9           Q       Are there blue borders painted on the  
10 exterior of the building surrounding the windows?

11          A       Yes.

12          Q       Did you take this photograph?

13          A       No, I did not.

14          Q       Do you know who did take this photograph?

15          A       I'm not sure at the moment.

16          Q       Do you know when the photograph was taken?

17          A       No, I'm not.

18          Q       Provedores, is it correct that Proveedores,  
19 or was it petitioner that provided -- it was  
20 petitioner that provided the signs bearing the Economy  
21 Rent A Car/Provedores mark that we see in the  
22 windows, in the window of this building; is that  
23 correct?

24          A       That is correct.

25          Q       Do you know when that sign was provided?

1 A I do not.

2 Q And it was petitioner that provided the  
3 sign?

4 A Yes.

5 Q Where was the sign made; do you know?

6 A I do not know.

7 Q So do you know whether it needed -- whether  
8 it was made locally or whether it needed to be sent to  
9 Los Angeles from somewhere distant?

10 A I don't remember.

11 MS. GOBAT: I think that ends my  
12 questions for you. I'd like to move the  
13 exhibits into evidence, please.

14 MR. LITTLEPAGE: Well, petitioner  
15 objects to Exhibits 22, 23, 24, 25, 26, 30,  
16 31, 32 and 33, all on the grounds that  
17 there's been a lack of foundation laid for  
18 the admission of any of those aforesaid  
19 exhibits.

20 Can we take like a five-minute  
21 break?

22 MS. GOBAT: Yes.

23 (Whereupon, a short recess was  
24 taken.)

25

1 FURTHER EXAMINATION BY COUNSEL FOR PETITIONER

2 BY MR. LITTLEPAGE:

3 Q Mr. Muniz, could you take a look at Exhibit  
4 9. It's right there.

5 A Yes.

6 Q Is that a copy of a photograph?

7 A Yes.

8 Q Is that a photograph that you recognize?

9 A Yes.

10 Q And who took that photograph?

11 A I did.

12 Q Do you see part of the signage that  
13 references Economy Rent-A-Car?

14 A I see "Economy" in small lettering above the  
15 words "Rent-A-Car."

16 Q I'm going to show you what was marked as --  
17 let me see the 2007 -- turning to Exhibit 31, on the  
18 second page.

19 A Yes.

20 Q Do you see the term "Rent-A-Car"?

21 A Yes.

22 Q Do you see a word that's above the word  
23 "rent"?

24 A There is wording. There is lettering there.  
25 It's very --

1 Q What do you believe that word to be?

2 A "Economy."

3 Q Did you look at what was marked as Exhibit  
4 32? You should have it right in front of you. You  
5 got it?

6 A Yes.

7 Q Turn to the second page.

8 Do you see the pole sign out in front of the  
9 building, the white building?

10 A Yes.

11 Q Do you see what looks like "Rent-A-Car"  
12 underneath the second sign on that pole?

13 A That image is completely blurry.

14 Q Can you make out the word "rent"?

15 A I can, and I can make out that there's  
16 something above it.

17 Q Do you believe there to be a word above the  
18 word "rent"?

19 A I believe the word "Economy" is above the  
20 word "rent."

21 Q Okay. On direct you were asked about a  
22 reference -- actually, let me mark this.

23 (Exhibit 34 was marked for  
24 identification.)

25

1 BY MR. LITTLEPAGE:

2 Q We've handed you what's been marked as  
3 Exhibit 34.

4 Can you identify that document?

5 A This is the Wikipedia page for Economy Car  
6 Rentals.

7 Q Is that the Wikipedia page that you were  
8 referring to during cross-examination?

9 A Yes.

10 Q And who printed out that Internet page?

11 A I did.

12 Q When did you print it out?

13 A In January 26, 2012.

14 MR. LITTLEPAGE: No further  
15 questions.

16 MS. GOBAT: May I ask a question  
17 about this, please?

18 MR. LITTLEPAGE: Mm-hmm.

19 FURTHER EXAMINATION BY COUNSEL FOR RESPONDENT

20 BY MS. GOBAT:

21 Q What has been your experience with Wikipedia  
22 pages?

23 A I have had --

24 MR. LITTLEPAGE: Lack of  
25 foundation.

1 BY MS. GOBAT:

2 Q Have you ever looked up the Wikipedia page  
3 for -- to see if there is a Wikipedia page for Economy  
4 Rent-A-Car?

5 A I have not.

6 Q Is there a Wikipedia page for Economy  
7 Rent-A-Car, to your knowledge?

8 A Not to my knowledge.

9 Q Do you know how Wikipedia pages are  
10 generated?

11 A No, I do not.

12 MS. GOBAT: That's all.

13 MR. LITTLEPAGE: Nothing further.

14 May we stipulate that in reading and signing  
15 the deposition, that he can sign in the  
16 presence of any notary?

17 MS. GOBAT: Yes.

18 THE REPORTER: And you both want a  
19 transcript?

20 MR. LITTLEPAGE: Yes.

21 MS. GOBAT: Yes, please.

22 THE REPORTER: And you want a rough  
23 draft?

24 MR. LITTLEPAGE: Yes.

25 THE REPORTER: Do you want a rough

1 draft?

2 MS. GOBAT: Yes, please.

3 (Signature having not been waived,  
4 the deposition of ALEJANDRO LAZARO  
5 MUNIZ was concluded at 3:13 p.m.)

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ACKNOWLEDGEMENT OF WITNESS

I, Alejandro L. Muniz, do hereby  
acknowledge that I have read and examined the  
foregoing testimony, and the same is a true,  
correct and complete transcription of the  
testimony given by me, and any corrections  
appear on the attached Errata sheet signed by  
me.

\_\_\_\_\_  
(DATE) (SIGNATURE)

E R R A T A S H E E T

1 IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

2 RETURN BY:

3 PAGE LINE CORRECTION AND REASON

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E R R A T A S H E E T

1 IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

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25 R E P O R T E R C E R T I F I C A T E

1  
2 I, Laurie Bangart, Registered  
3 Professional Reporter and Notary Public in and  
4 for the District of Columbia, do hereby certify  
5 that prior to the commencement of the examination  
6 on Friday, October 24th, 2014 at 9:00 a.m.,  
7 ALEJANDRO MUNIZ, was duly sworn by me to testify  
8 the truth, the whole truth and nothing but the  
9 truth, in the presence of all parties. I, Laurie  
10 Bangart, was not disqualified as specified in  
11 Rule 28 of the Federal Rules of Civil Procedure.

12 I DO FURTHER CERTIFY that the  
13 foregoing is a true and accurate transcript  
14 of the testimony as taken stenographically by and  
15 before me at the time, place and on the date  
16 hereinbefore set forth.

17 I DO FURTHER CERTIFY that I am neither  
18 a relative nor employee nor attorney nor counsel  
19 of any of the parties to this action, and that I  
20 am neither a relative nor employee of such  
21 attorney or counsel, and that I am not  
22 financially interested in the action.

23 IN WITNESS WHEREOF, I have hereunto set my  
24 hand this 21st day of November 2014.

25  


Laurie Bangart

My commission expires: March 15, 2016

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ACKNOWLEDGEMENT OF WITNESS

I, Alejandro L. Muniz, do hereby  
acknowledge that I have read and examined the  
foregoing testimony, and the same is a true,  
correct and complete transcription of the  
testimony given by me, and any corrections  
appear on the attached Errata sheet signed by  
me.

11/17/2014                      

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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni  
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PAGE LINE CORRECTION AND REASON

13	16	Delete "the" AND ADD "the" before leasing - clarify testimony
13	16	Replace "companies" with "company" - correct transcription error
21	18	Remove "with" - correct transcription error
21	18	Replace "listing" with "listed" - correct transcription error
21	20	Replace "did" with "requested" - transcription error
23	25	Replace "that" with "what" - transcription error
23	25	Add "in" after "saw" - clarify testimony
24	7	REMOVE "the" AND ADD "the" after "PROCEDURES" - transcription error
27	18	REMOVE the first "rights" - correct transcription error
30	13	Replace "believe" with "believed" - correct transcription error
31	9	Move all text to the end of line 6 - clarify testimony
31	10	Move all text to the end of line 8 - clarify testimony
36	4+7	Insert "the" before "UPBC" - correct transcription error
37	2	Replace "provide" with "provided" - correct transcription error
38	5	Delete "the" - correct transcription error

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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

RETURN BY:

PAGE LINE CORRECTION AND REASON

38	10	Delete "Economy RentACar to" - clarify testimony
38	25	Delete PERIOD after "exception" - clarify testimony
38	25	Insert "of" after "exception" - clarify testimony
39	15	ADD "buildings" after "Affiliates" - clarify testimony
39	18	Insert "it" before "refunds" <sup>CORRECT</sup> transcription error
44	22	Replace "decades" with "years" <sup>CORRECT</sup> transcription error
44	25	ADD "and it was" before "closely" transcription error
48	21	replace "received pictures" with "had
-	-	photographic proof" - clarify testimony
70	21	ADD "?" after "trademark" transcription error
74	3	Replace "believe" with "believed" <sup>correct</sup> transcription error
115	15	Replace "aid" with "WAIVED" <sup>correct</sup> transcription error
71	22	ADD "words" before "Economy" - clarify testimony
71	22	Place "Economy Car Rental" in quotes - clarify testimony
94	5	Replace "advertising" with "websites" - clarify testimony
94	7	Delete "and" - correct transcript error
94	8	Replace "Rent-a-Car" with "Car Rentals" - clarify testimony
126	20	Replace "familiar" with "similar" - correct transcription error

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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

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8	20	Capitalize "A" in Rent-A-Car
8	21	Capitalize "A" in Rent-A-Car
8	24	Capitalize "A" in Rent-A-Car
9	9	Capitalize "A" in Rent-A-Car
9	12	Capitalize "A" in Rent-A-Car
9	20	Capitalize "A" in Rent-A-Car
10	3	Capitalize "A" in Rent-A-Car
10	11	Capitalize "A" in Rent-A-Car
10	15	Add hyphens + Capitalize "A" in Rent-A-Car
10	20	Add hyphens + Capitalize "A" in Rent-A-Car
15	18	Capitalize "A" in Rent-A-Car
15	22	Remove hyphens in Rent a car
15	25	Capitalize "A" in Rent-A-Car
16	3	Capitalize "A" in Rent-A-Car
16	13	Capitalize "A" in Rent-A-Car
16	24	Remove hyphens in Rent a Car
17	11	Capitalize "A" in Rent-A-Car
17	12	Capitalize "A" in Rent-A-Car
17	13	Capitalize "A" in Rent-A-Car

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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

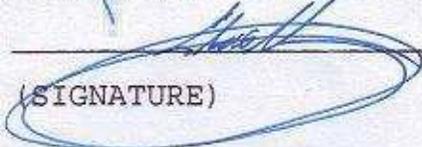
RETURN BY:

PAGE LINE CORRECTION AND REASON

PAGE	LINE	CORRECTION AND REASON
17	24	Capitalize "A" in Rent-A-Car
18	16	Capitalize "A" in Rent-A-Car
18	25	Capitalize "A" in Rent-A-Car
19	18	Capitalize "A" in Rent-A-Car
20	15	Capitalize "A" in Rent-A-Car
21	1	Capitalize "A" in Rent-A-Car
25	7	Signer should be "Assignor"
25	10	Capitalize "A" in Rent-A-Car
25	13	Capitalize "A" in Rent-A-Car
25	22	Capitalize "A" in Rent-A-Car
26	25	Add hyphens + Capitalize "A" in Rent-A-Car
27	8	Add hyphens + Capitalize "A" in Rent-A-Car
27	20	Capitalize "A" in Rent-A-Car
27	23	Capitalize "A" in Rent-A-Car
28	1	Add hyphens + Capitalize "A" in Rent-A-Car
29	4	Capitalize "A" in Rent-A-Car
29	19	Capitalize "A" in Rent-A-Car
29	20	Capitalize "A" in Rent-A-Car
30	23	Capitalize "A" in Rent-A-Car

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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

RETURN BY:

PAGE LINE CORRECTION AND REASON

30	24	Capitalize "A" in Rent-A-Car
30	25	Capitalize "A" in Rent-A-Car
32	22	Capitalize "A" in Rent-A-Car
33	18	Capitalize "A" in Rent-A-Car
34	4	Capitalize "A" in Rent-A-Car
34	7	Remove hyphens & capitalize "A" in Rent A Car
35	7	Capitalize "A" in Rent-A-Car
35	9	Capitalize "A" in Rent-A-Car
36	5	Capitalize "A" in Rent-A-Car
36	8	Capitalize "A" in Rent-A-Car
36	22	Remove hyphens & capitalize "A" in Rent-A-Car
37	1	Remove hyphens & capitalize "A" in Rent A Car
37	8	Remove hyphens in Rent a car
38	2	Capitalize "A" in Rent-A-Car
38	5	Capitalize "A" in Rent-A-Car (both instances)
38	10	Capitalize "A" in Rent-A-Car
38	11	Capitalize "A" in Rent-A-Car
38	18	Capitalize "A" in Rent-A-Car
38	24	Capitalize "A" in Rent-A-Car

11/17/2014

  
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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologiannis

RETURN BY:

PAGE	LINE	CORRECTION AND REASON
<u>39</u>	<u>11</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>39</u>	<u>20</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>40</u>	<u>7</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>44</u>	<u>25</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>45</u>	<u>17</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>45</u>	<u>18</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>47</u>	<u>5</u>	<u>Remove hyphens in Rent a Car</u>
<u>49</u>	<u>17</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>49</u>	<u>19</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>50</u>	<u>9</u>	<u>Add hyphens + Capitalize "A" in Rent-A-Car</u>
<u>50</u>	<u>19</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>50</u>	<u>21</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>53</u>	<u>3</u>	<u>Remove hyphens in Rent a Car</u>
<u>53</u>	<u>14</u>	<u>Remove hyphens in Rent a Car</u>
<u>53</u>	<u>16</u>	<u>Remove hyphens in Rent a Car</u>
<u>54</u>	<u>1</u>	<u>Remove hyphens in Rent a Car</u>
<u>56</u>	<u>6</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>56</u>	<u>8</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>56</u>	<u>19</u>	<u>Capitalize "A" in Rent-A-Car</u>
<u>11/17/2014</u>		<u></u>
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E R R A T A S H E E T

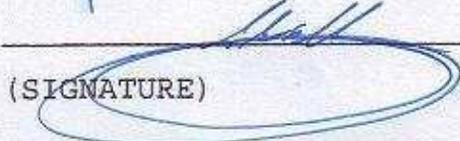
IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

RETURN BY:

PAGE LINE CORRECTION AND REASON

57	7	Capitalize "A" in Rent-A-Car
57	13	Capitalize "A" in Rent-A-Car
58	3	Capitalize "A" in Rent-A-Car
59	1	Capitalize "A" in Rent-A-Car
62	18	Remove hyphens + capitalize "A" in Rent A Car
69	7	Capitalize "A" in Rent-A-Car
70	16	Capitalize "A" in Rent-A-Car
72	23	Capitalize "A" in Rent-A-Car
90	8	Capitalize "A" in Rent-A-Car
94	18	Capitalize "A" in Rent-A-Car
96	25	Capitalize "A" in Rent-A-Car
97	6	Capitalize "A" in Rent-A-Car
97	7	Capitalize "A" in Rent-A-Car
97	12	Capitalize "A" in Rent-A-Car
97	13	Capitalize "A" in Rent-A-Car
97	14	Capitalize "A" in Rent-A-Car
97	18	Capitalize "A" in Rent-A-Car
97	21	Capitalize "A" in Rent-A-Car
97	22	Capitalize "A" in Rent-A-Car

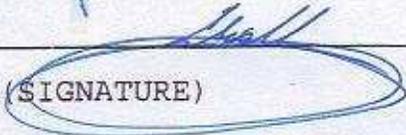
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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni

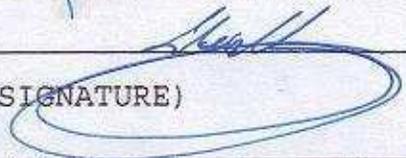
RETURN BY:

PAGE	LINE	CORRECTION AND REASON
101	2	Capitalize "A" in Rent-A-Car
101	11	Capitalize "A" in Rent-A-Car
101	15	Capitalize "A" in Rent A Car (both instances)
101	19	Capitalize "A" in Rent-A-Car
105	2	Capitalize "A" in Rent-A-Car
105	3	Capitalize "A" in Rent A Car (both instances)
105	16	Capitalize "A" in Rent-A-Car
106	1	Capitalize "A" in Rent-A-Car
106	2	Capitalize "A" in Rent-A-Car
106	20	Remove hyphens + Capitalize "A" in Rent A Car
108	7	Capitalize "A" in Rent-A-Car
108	14	Remove hyphens + Capitalize "A" in Rent A Car
108	18	Capitalize "A" in Rent-A-Car
109	2	Capitalize "A" in Rent-A-Car
112	6	Capitalize "A" in Rent-A-Car
112	15	Capitalize "A" in Rent-A-Car
116	23	Capitalize "A" in Rent-A-Car
116	24	Capitalize "A" in Rent-A-Car
117	3	Capitalize "A" in Rent-A-Car
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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologiannis

RETURN BY:

PAGE	LINE	CORRECTION AND REASON
117	6	Capitalize "A" in Rent-A-Car (both instances)
118	17	Capitalize "A" in Rent-A-Car
120	10	Capitalize "A" in Rent-A-Car
120	11	Capitalize "A" in Rent-A-Car (both instances)
120	12	Capitalize "A" in Rent-A-Car
121	2	Capitalize "A" in Rent-A-Car
121	13	Capitalize "A" in Rent-A-Car (both instances)
122	24	Capitalize "A" in Rent-A-Car
122	25	Capitalize "A" in Rent-A-Car
123	9	Capitalize "A" in Rent-A-Car
137	4	Remove hyphens from Rent a Car
139	22	Remove hyphens from Rent a Car
141	13	Capitalize "A" in Rent-A-Car
141	15	Capitalize "A" in Rent-A-Car
141	20	Capitalize "A" in Rent-A-Car
142	11	Capitalize "A" in Rent-A-Car
144	4	Capitalize "A" in Rent-A-Car
144	7	Capitalize "A" in Rent-A-Car
124	7	Capitalize "A" in Rent-A-Car
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E R R A T A S H E E T

IN RE: Economy Rent-A-Car vs. Emmanouil Kokologianni  
RETURN BY:

PAGE LINE CORRECTION AND REASON

PAGE	LINE	CORRECTION AND REASON
94	9	Capitalize "A" in Rent-A-Car
81	11	Capitalize "A" in Rent-A-Car
81	17	Capitalize "A" in Rent-A-Car
94	8	"Rent-a-Car" should be "Car Rentals"
109	18	Capitalize "A" in Rent-A-Car
109	20	Capitalize "A" in Rent-A-Car
109	24-25	Add hyphen → Capitalize "A" in Rent-A-Car
110	1	Capitalize "A" in Rent-A-Car
110	5	Add hyphen → capitalize "A" in Rent-A-Car

11/17/2014

(SIGNATURE)

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

ECONOMY RENT-A-CAR, INC. )

Petitioner, )

v. )

EMMANOUIL KOKOLOGIANIS )  
AND SONS, SOCIETE )  
ANONYME OF TRADE, )  
HOTELS AND TOURISM S.A. )

Respondent. )

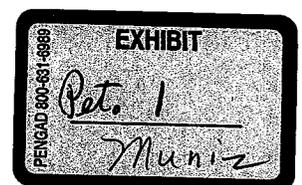
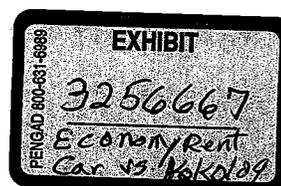
Cancellation No. 92055558

Registration No. 3256667

CORRECTED PETITIONER'S NOTICE OF TESTIMONY DEPOSITION RE: A. MUNIZ

Please take notice that pursuant to 37 C.F.R. §2.123, Petitioner Economy Rent-A-Car, Inc., by its undersigned attorney, will take in connection with the above-identified proceeding, the testimonial deposition of Mr. Alejandro Muniz, by direct oral examination in both his individual capacity, as well as in his capacity as President of Economy Rent-A-Car, Inc. (11675 2053 NW 79<sup>th</sup> Ave., Miami, FL 33122), commencing on October 24, 2014, at 9:00 a.m., at the law offices of Dickinson Wright PLLC, 1875 Eye Street, N.W., Suite 1200, Washington, D.C. 20006 (tel: 202-457-0160) and shall continue until completed or adjourned by agreement of the parties.

The testimonial deposition will be taken before an officer authorized to administer oaths by the laws of the United States and/or any other person authorized under Rule 28 of the Federal Rules of Civil Procedure. Testimony will be taken stenographically

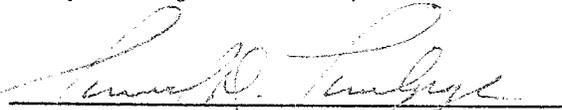


and transcribed, served on Respondent and filed in the U.S. Trademark Trial and Appeal Board, as required by Rule 37 C.F.R. §§2.119(b), 2.123(c) and 2.125.

The Respondent in the above-styled proceeding is invited to attend and cross-examine the witness.

Date: October 7, 2014

Respectfully submitted,



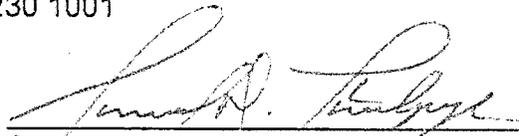
Samuel D. Littlepage, Esquire  
Melissa D. Alcantara, Esquire  
**DICKINSON WRIGHT PLLC**  
International Square Building  
1875 Eye Street, N.W., Suite 1200  
Washington, D.C. 20006-5420  
Tel: (202) 457-0160  
Fax: (202) 659-1559  
Email: [slittlepage@dickinsonwright.com](mailto:slittlepage@dickinsonwright.com)  
Email: [malcantara@dickinsonwright.com](mailto:malcantara@dickinsonwright.com)

***Counsel for Petitioner  
Economy Rent-A-Car, Inc.***

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing  
PETITIONER'S NOTICE OF TESTIMONY DEPOSITION RE: A. MUNIZ was served  
this 7<sup>th</sup> day of October, 2014, upon Respondent's counsel of record, *via* fax  
transmission and first class mail, postage prepaid, as identified below:

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Sharon Gobat  
Da Vinci Partners LLC  
Rathausgasse 1  
Arbon CH-9320  
Switzerland  
Fax: +41 71 230 1001



Samuel D. Littlepage, Esquire  
***Counsel for Petitioner***



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#### ECONOMY 2/4 DOOR



Never Tires or Smoker

##### SPECIFICATIONS

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

#### COMPACT 2/4 DOOR



Never Tires or Smoker

##### SPECIFICATIONS

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

#### INTERMEDIATE 2/4 DOOR



Never Tires or Smoker

##### SPECIFICATIONS

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

#### STANDARD 2/4 DOOR



#### FULL SIZE 2/4 DOOR



#### LUXURY 2/4 DOOR





**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission



**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission



**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**STANDARD CONVERTIBLE**



*Chevrolet Cobalt convertible*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**LUXURY CONVERTIBLE**



*Chevrolet Camaro convertible*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**SPECIAL SPORT**



*Chevrolet Camaro*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**COMPACT SUV**



*Jeep Patriot*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**INTERMEDIATE SUV**



*Jeep Patriot*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**STANDARD SUV**



*Jeep Grand Cherokee*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**FULL SIZE SUV**



*Dodge Journey or Similar*

**SPECIFICATIONS**

- A/C
- 7 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**SPECIAL SUV**



*Nissan Juke or Similar*

**SPECIFICATIONS**

- A/C
- 5 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**MINI PASS VAN**



*Dodge Grand Caravan or Similar*

**SPECIFICATIONS**

- A/C
- 7 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**FULL SIZE PASS VAN**



*Ford Econoline E350 or Similar*

**SPECIFICATIONS**

- A/C
- 15 Passengers
- 2-4 Doors
- AM/FM CD Player
- Automatic Transmission

**STANDARD PICKUP REG**



*Dodge Ram or Similar*

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- AM/FM CD Player
- Automatic Transmission

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Drop off time:

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Cancun

Tulum Centro, MEXICO (TUY - Av. Tulum por Chicaera Coba, Local 2)  
Cancun, MEXICO (CUN - Cancun Airport, Plaza Santa fe)  
Playa del Carmen, MEXICO (PCM - El Quinto Sol Hotel)  
Cancun, MEXICO (CUNCO1 - Flamingo Plaza)

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Alajuela, COSTA RICA (ALAJU - Alajuela Airport Boulevard)  
Liberia, COSTA RICA (LIR - Daniel Oduber Intl. Airport)  
San Jose, COSTA RICA (SJOC01 - Downtown San Jose)  
Flamingo, COSTA RICA (FMG - Flamingo Beach)  
San Jose, COSTA RICA (SJO - Juan Santamaria Intl. Airport)  
Jaco, COSTA RICA (JACO - Main Street Jaco)  
Nicoya, COSTA RICA (NOB - Nosara Beach)  
Quepos, COSTA RICA (XQP - Quepos Airport)  
Tamarindo, COSTA RICA (TNO - Tamarindo Airport)  
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Santa Ana, COSTA RICA (SANTA - Via Lindora Forum 2)

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**Montreal**

MONT-ROYAL, CANADA (YUL - 5653 Rue Pare, 1e etage)

**New York**

JAMAICA, UNITED STATES (JFK - 135-30 140TH STREET)  
New York, UNITED STATES (LGA - 37-10 114th STREET)

**Newark**

**Oklahoma**

NEWARK, UNITED STATES (EWR - 618 Routes 1  
and 9 South)

OKLAHOMA CITY, UNITED STATES (OKC - 1709 N  
Portland Ave. )

Orlando

Ottawa

ORLANDO, UNITED STATES (MCO - 3255 MCCOY  
RD)

OTTAWA, CANADA (YOW - 709 Industrial Ave.)

Panama

Peru

Panama City, PANAMA (PTY - Tocumen Airport.)

Lima, PERU (LIM - Calle Los Cerezos 190)

Puerto Rico

Shenandoah

SAN JUAN, PUERTO RICO (SJU - PG BOX 11361)

SHENANDOAH VALLEY, UNITED STATES (SHD -  
3311 South Main St)

**Sioux City**

**SIOUX CITY, UNITED STATES (SUX - 545 Chambers St)**

**South Florida**

**WEST PALM BEACH, UNITED STATES (PBI - 1301 BELVEDERE RD.)**

**MIAMI, UNITED STATES (MIA - 4120 NW 28 ST)  
FT. LAUDERDALE, UNITED STATES (FLL - 777 S.E. 20TH ST SUITE 130)**

**St Maarten**

**ST. MAARTEN, SAINT MAARTEN (SKM - Princess Juliana Intl.)**

**Toronto**

**TORONTO, CANADA (YYZ - 950 Dixon Road)  
Toronto, CANADA (YTZ - Toronto City Center)**

**Watertown, NY**

**WATERTOWN, UNITED STATES (ART - 533 LeRay Street)**

P-000106

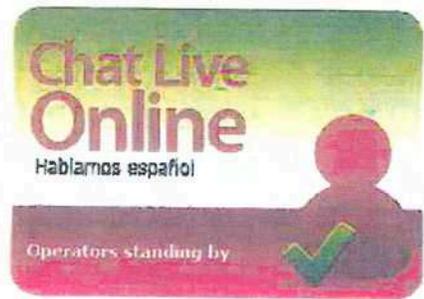
1-877  
**ECO-RENT**  
1-877-326-7368  
→  
Contact Us 24/7  
**TOLL FREE**



See our  
**PROMOTIONS**



**Chat Live  
Online**  
Hablamos español  
Operators standing by



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If you need more information about **Economy Rent a Car**, please E-mail us at: [INFO@ECONOMYRENTACAR.COM](mailto:INFO@ECONOMYRENTACAR.COM)





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Puerto Rico

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## POLICIES by location

Enter City, Airport Code or Airport Name

Location:  LOS ANGELES, UNITED STATES (LAX - 5280 W CENTURY BL)

### AGE

Minimum age is 25. Renters that are 21-24 will be charged an additional \$8.00 USD per day. Drivers under 18-21 must have full coverage insurance, and will be charged an additional \$ 20 USD per day.

### AIRPORT PICKUP

Thank You for choosing Economy Rent A Car represented by Allied Rent A Car. After retrieving your Luggage, Please call us at 800-201-8088 or 877-326-7368 for Courtesy Shuttle pick up information.

### CANCELLATION

A credit card guarantee is required for each reservation made. Customers who fail to cancel their reservation at least 24 hours prior to pick up time of the reservation or fail to show up for the rental will be subject to a one day rental charge. Reservations must be cancelled at original source of reservation.

### DRIVERS LICENSE

P-000108

All drivers must have a valid U.S drivers licence.

**GAS**

Vehicle must be returned with same amount of fuel as rented. Gasoline Charges or Penalties: \$6.00/ gallon charge plus \$ 15 USD surcharge if returned with less gas.

**INSURANCE**

Customers renting cars at this location are required to provide proof of collision insurance that extends to rental cars at the time of rental. Customers who are not able to provide proof of collision insurance can purchase our Collision Damage Waiver (CDW) at the following rates. Compact cars are \$9.95 per day, Standard Car, Full-size Car, Special Car and Mini Pass Van are \$14.95 per day, and Premium Sport Car is \$19.95 per day. Please note that there is a \$1,000 deductible associated with the purchase of our Collision Damage Waiver. Underage drivers who purchase our Collision Damage Waiver will incur an additional \$8.00 per day underage surcharge. Liability coverage with limits of 15/30/5 are included with your online booking.

**MILEAGE**

Unlimited mileage as long as the customer drives within the states of CALIFORNIA, ARIZONA, NEVADA. Vehicle is not allowed to cross into either Canada or Mexico. If mileage restriction are not met there will be a charge of \$ 150 USD per day and \$ 0.29 USD mile.

**PAYMENT**

This location accepts all major credit cards. No one other than the person named on the credit card may use that credit card for the deposit. The card holder must be present at the time of rental. Personal Checks and cash rentals are not accepted. Debit cards are only accepted when proper travel documentation is also presented at the time of rental (return airline ticket or copy of air travel documentation). Please note that debit cards are not accepted for local renters.

**SHUTTLE**

Thank You for choosing Economy Rent A Car represented by Allied Rent A Car. After retrieving your Luggage, Please call us at 800-201-8088 or 877-326-7368 for Courtesy Shuttle pick up information.  
310-410- 2313



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If you need more information about **Economy Rent a Car**, please E-mail us at: [INFO@ECONOMYRENTACAR.COM](mailto:INFO@ECONOMYRENTACAR.COM)





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## CONTACT US

Economy Rent A Car has a 24-hour, 365-day call center for Customer Care and Reservation Inquiries in English and Spanish.

### Reservations / Customer Service



Call Free U.S.A. and Canada

**877-326-7368**



International Calls

**(786) 975-2222**



Call Free from Mexico

**01-800-681-6986**



Call Free from Spain

**900-808601**



Call Free from United Kingdom  
(Mobile calls not included)

**0-808-101-0936**



Costa Rica Direct Number

**(506) 2299-2000**

### Email Reservations

[reserve@economyrentacar.com](mailto:reserve@economyrentacar.com)

P-000111

Affiliations Programs

Join our Team

 [Afiate.info@economyrentacar.com](mailto:Afiate.info@economyrentacar.com)

On-Line Reservations made on [economyrentacar.com](http://economyrentacar.com)

To View, Modify or Cancel your Reservation click here.

E-Mail Us

You can email us directly at [reserve@economyrentacar.com](mailto:reserve@economyrentacar.com) or by filling out the form below.

**FOR MORE INFORMATION, PLEASE FILL OUT THE REQUEST FORM BELOW**

Type of Question:

Thank you

Topic: General

Comments:

Name: \*

E-Mail: \*

Phone Number: \*

Fax:

Country: Costa Rica



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If you need more information about Economy Rent a Car, please E-mail us at: [INFO@ECONOMYRENTACAR.COM](mailto:INFO@ECONOMYRENTACAR.COM)

# United States of America

United States Patent and Trademark Office



Reg. No. 3,786,010

Registered May 4, 2010

Int. Cl.: 39

SERVICE MARK

PRINCIPAL REGISTER

PROVEEDORES Y SOLUCIONES DAC S.A. (COSTA RICA SOCIEDAD ANONIMA (SA))  
RJO SEGUNDO ALAJUELA, BARRIO EL CARMEN  
DEL HOTEL 2DO MILENIO, 100MTS.  
SAN JOSE, COSTA RICA

FOR: CAR RENTAL; CAR RENTAL, GARAGE AND PARKING SPACE RENTAL; RENTAL  
CAR RESERVATION; RENTAL OF CARS; RENTAL OF VEHICLES; VEHICLE RENTAL;  
CAR LEASING; VEHICLE LEASING, IN CLASS 39 (U.S. CLS. 100 AND 105)

FIRST USE 12-23-2009. IN COMMERCE 12-23-2009.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RENT A CAR", APART FROM  
THE MARK AS SHOWN.

THE COLOR(S) RED AND WHITE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF A RED RECTANGLE WITH THE LITERAL MATTER "ECONOMY  
RENT A CAR" IN WHITE LETTERING AND A WHITE SPEED BAR DESIGN ELEMENT  
COMPRISING A WHITE RECTANGLE AND THREE WHITE VERTICAL BARS.

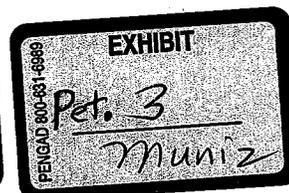
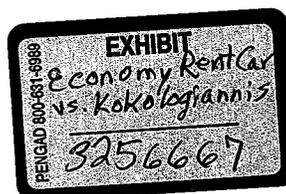
SN 77-711,976, FILED 4-11-2009.

ROBIN CHOSID, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office



P-000114

United States of America  
United States Patent and Trademark Office

**Economy**

Reg. No. 3,846,482

Registered Sep. 7, 2010

Int. Cl.: 39

SERVICE MARK

PRINCIPAL REGISTER

PROVEEDORES Y SOLUCIONES DAC S.A. (COSTA RICA SOCIEDAD ANONIMA (SA))  
DEL HOTEL 2DO MILENIO, 1000MTS.  
RIO SEGUNDO ALAJUELA, BARRIO EL CARMEN  
SAN JOSE, COSTA RICA

FOR: RENTAL CAR, TRUCK, VAN AND SPORT UTILITY VEHICLE RESERVATION SERVICES, IN CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 6-21-2010; IN COMMERCE 6-21-2010.

THE MARK CONSISTS OF A RED RECTANGLE WITH THE LITERAL MATTER "ECONOMY" IN WHITE LETTERING.

THE COLOR(S) RED AND WHITE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

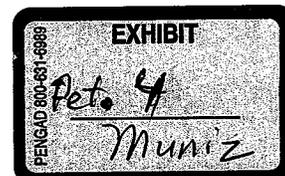
SN 77-859,711, FILED 10-28-2009.

ANGELA M. MICHELI, EXAMINING ATTORNEY



David J. Kyjars

Director of the United States Patent and Trademark Office



**REDACTED**

**EXHIBIT 5**

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**REDACTED**

**EXHIBIT 6**

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# State of California

SECRETARY OF STATE

Service Mark Reg. No. 049604 Class No. Int. 39  
CERTIFICATE OF REGISTRATION OF SERVICE MARK

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

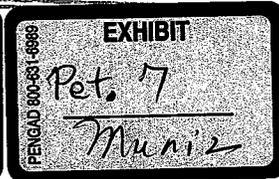
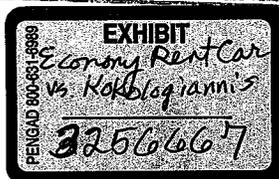
That in accordance with the application filed in this office the **SERVICE MARK** described below has been duly registered in this office on behalf of:

Name of Applicant: **U D B C, INC.**  
Business Address: **7256 Sepulveda Blvd., Van Nuys, CA 91405**  
Date First Used in California: **December 23, 1993**  
Date First Used Anywhere: **December 23, 1993**  
Description of Service Mark: **ECONOMY RENT-A-CAR**  
Description of Services with Which the Service Mark is Used: **Transportation services consisting of rental and leasing of automotive vehicles.**  
A copy, specimen, facsimile, counterpart or a reproduction of the mark is attached  
Date of Registration: **May 6, 1998**  
Term of Registration Extends to and Includes: **May 6, 2008**

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
8th day of May, 1998



*Bill Jones*  
BILL JONES  
Secretary of State



P-000324

# YELLOWPAGES.COM

Standard | Distance | Phone Number



Map Search Results

Home > Los Angeles > Name Search - Economy Rent A Car

## Economy Rent A Car in Los Angeles, CA

See 1 match for business information .

### Economy Rent-A-Car

7256 Sepulveda Blvd  
Van Nuys, CA 91405 Map

**(818) 901-1828**

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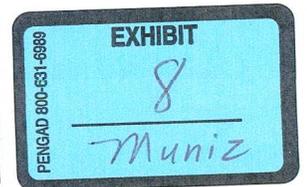
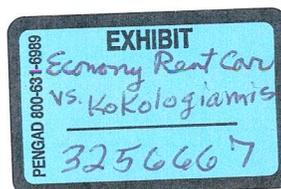
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vs. Koliannis  
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PENGAD 800-631-6989

EXHIBIT  
Pet. 9  
Muniz  
PENGAD 800-631-6989

ALPINE MOTOR  
**AUTO SALES**  
901-1834

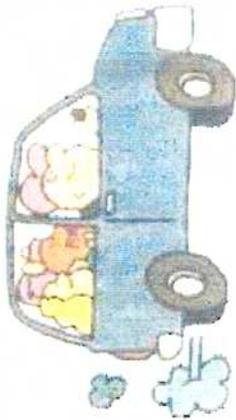


Economy  
**Rent-A-Car**  
TACOS  
**MEXICAN FOOD**

**LIQUOR**  
ATM - MONEY O.

P-000121

ALPINE MOTORS  
**AUTO  
SALES**

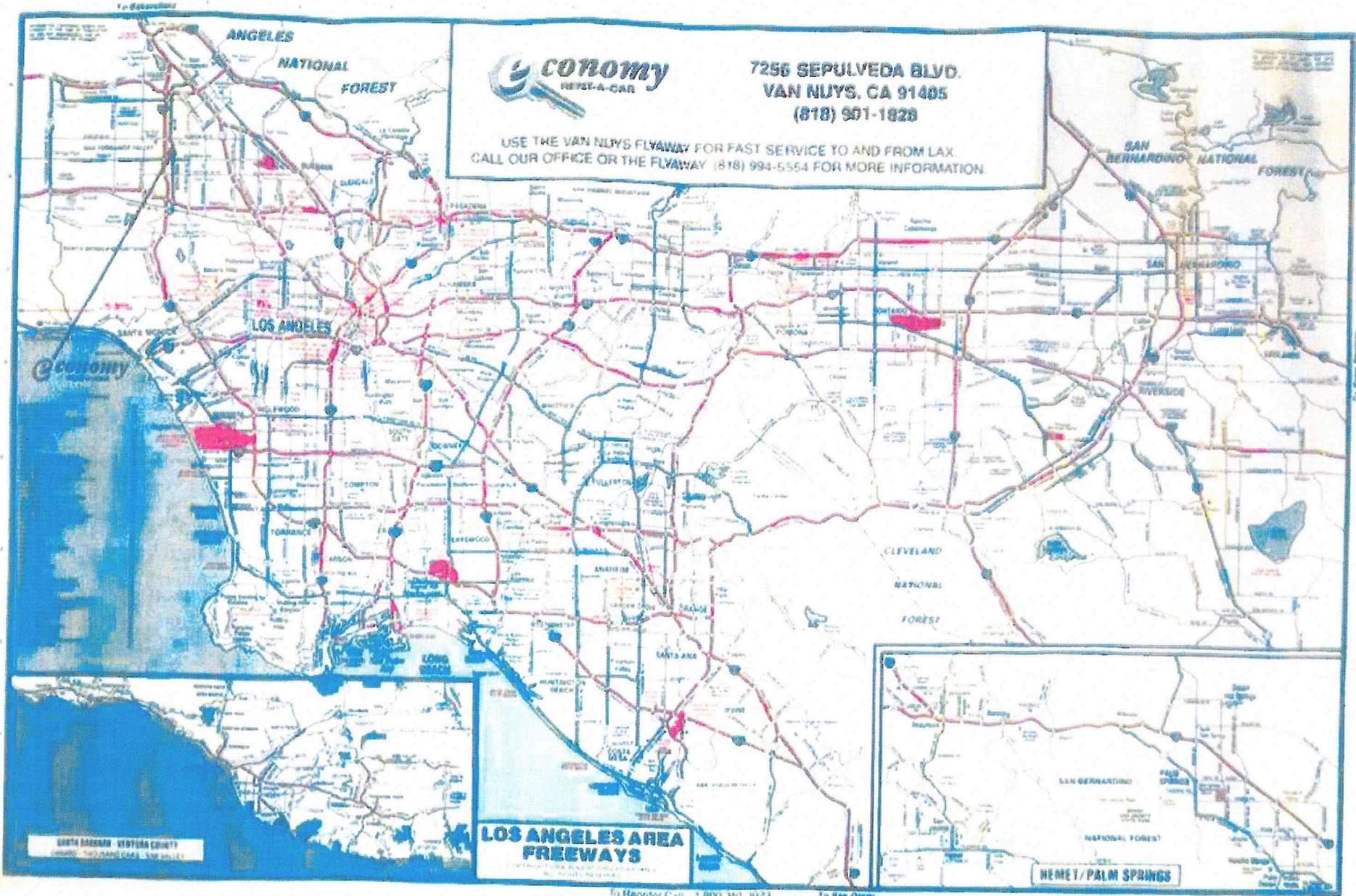


(818)  
**901-1834**

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economy  
**Rent-A-Car**

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**MEXICAN FOOD**  
24 HOUR  
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Economy Rent Car  
vs. Kokologiannis  
3256667

EXHIBIT  
Pet. 10  
Muniz

P-000138

**REDACTED**

**EXHIBIT 11**

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# State of California

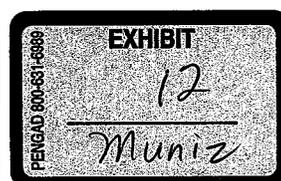
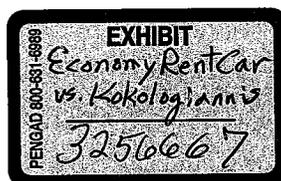
## Secretary of State

### ASSIGNMENT OF TRADEMARK OR SERVICE MARK

Pursuant to Business and Professions Code section 14220(a)

**IMPORTANT – Read Instructions before completing this form.**

ASSIGNMENT APPLICATION FOR (Check One): <input type="checkbox"/> TRADEMARK <input checked="" type="checkbox"/> SERVICE MARK		
1. NAME OF ASSIGNOR (Owner of mark as registered in the Secretary of State's office) <u>UDBC INC</u>		
2. NAME OF ASSIGNEE (Person to whom ownership of mark is transferred) <u>Proveedores y Soluciones DAC SA</u>		
3. BUSINESS ADDRESS OF ASSIGNEE <u>Rio Segundo Alajuela, Barrio el Carmen del Hotel 2do Milenyo 140mts</u>		
CITY <u>San Jose</u>	STATE <u>Costa Rica</u>	ZIP CODE
4. BUSINESS STRUCTURE OF ASSIGNEE (Check One and Complete)		
<input type="checkbox"/> CORPORATION (State of Incorporation) _____		
<input type="checkbox"/> LIMITED LIABILITY COMPANY (State of Organization) _____		
<input type="checkbox"/> LIMITED PARTNERSHIP (State of Organization) _____		
<input type="checkbox"/> GENERAL PARTNERSHIP (State of Organization) _____		
<input type="checkbox"/> SOLE PROPRIETOR		
<input type="checkbox"/> SPOUSES, AS COMMUNITY PROPERTY		
<input type="checkbox"/> DOMESTIC PARTNERS, AS COMMUNITY PROPERTY		
<input checked="" type="checkbox"/> OTHER (Describe) <u>Foreign Corp</u>		
5. NAMES OF GENERAL PARTNERS, IF ASSIGNEE IS A PARTNERSHIP		
6. NAME AND/OR DESCRIPTION OF TRADEMARK OR SERVICE MARK <u>Economy Rent-a-Car</u>		
7. TRADEMARK OR SERVICE MARK REGISTRATION NUMBER <u>66920</u>	8. DATE OF REGISTRATION <u>11-10-2010</u>	
9. Assignor hereby assigns to assignee all rights, title and interest in the mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) and the registration thereof. Please Note: Signature must be acknowledged by a Notary Public.		
DATE <u>12-9-10</u>		
SIGNATURE OF ASSIGNOR-OWNER OF MARK <u>[Signature]</u>		TYPE OR PRINT NAME AND TITLE <u>[Signature] President</u>
10. RETURN ACKNOWLEDGMENT TO: (Type or Print)		THIS SPACE FOR FILING OFFICER USE TRADEMARK OR SERVICE MARK
NAME	<u>[ Proveedores y Soluciones DAC SA ]</u>	
ADDRESS	<u>Rio Segundo Alajuela</u> <u>Barrio El Carmen del Hotel 2do Milenyo</u>	
CITY/STATE/ZIP	<u>140 mts.</u> <u>San Jose Costa Rica</u>	
REG. NO. _____		ASSIGN. NO. _____



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

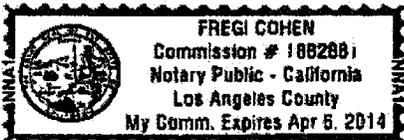
On DEC. 9<sup>th</sup> 2010 before me, FREGI COHEN, Notary Public

personally appeared BOB HAMBLESS MARTIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Assignment of TRADEMARK or SERVICE MARK

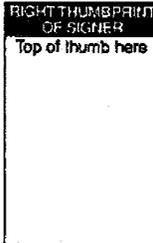
Document Date: 12/9/10 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

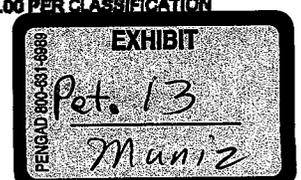
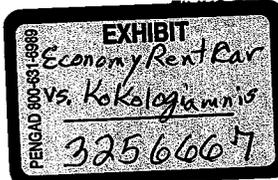


# State of California Secretary of State

## REGISTRATION OF TRADEMARK OR SERVICE MARK

Pursuant to Business and Professions Code sections 14207 and 14235  
IMPORTANT - Read instructions before completing this form.

REGISTRATION APPLICATION FOR (Check One):			<input type="checkbox"/> TRADEMARK	<input checked="" type="checkbox"/> SERVICE MARK
1. NAME OF OWNER OF MARK (REGISTRANT) <u>UDBC, Inc.</u>				
2. BUSINESS ADDRESS OF REGISTRANT <u>7256 Sepulveda Blvd.</u>		CITY AND STATE <u>Van Nuys, CA</u>	ZIP CODE <u>91405</u>	
3. BUSINESS STRUCTURE OF REGISTRANT (Check One and Complete)				
<input checked="" type="checkbox"/> CORPORATION (State of Incorporation) <u>California</u>		<input type="checkbox"/> SOLE PROPRIETOR		
<input type="checkbox"/> LIMITED LIABILITY COMPANY (State of Organization) _____		<input type="checkbox"/> SPOUSES, AS COMMUNITY PROPERTY		
<input type="checkbox"/> LIMITED PARTNERSHIP (State of Organization) _____		<input type="checkbox"/> DOMESTIC PARTNERS, AS COMMUNITY PROPERTY		
<input type="checkbox"/> GENERAL PARTNERSHIP (State of Organization) _____		<input type="checkbox"/> OTHER (Describe) _____		
4. NAMES OF GENERAL PARTNERS, IF REGISTRANT IS A PARTNERSHIP				
5. NAME AND/OR DESIGN OF MARK. (For design, provide a brief written description that can be pictured in the mind without reference to the specimens. Do not draw the design on the application. Attach a drawing of the mark.)				
<u>'Economy' and first letter, e, is set inside a car key</u>				
6. DISCLAIMER (if Applicable) NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERM:				
7a. DATE THE MARK WAS FIRST USED IN CALIFORNIA <u>December 23, 1993</u>		7b. DATE THE MARK WAS FIRST USED ANYWHERE <u>December 23, 1993</u>		
8a. IF A TRADEMARK, LIST SPECIFIC GOODS. IF A SERVICE MARK, LIST SPECIFIC SERVICE.		THIS SPACE FOR FILING OFFICER USE TRADEMARK OR SERVICE MARK		
<u>renting and leasing of automobile vehicles</u>		REG. NO. <u>00066920</u>		
		CLASS NO.(S) <u>39</u>		
8b. CLASS NUMBER(S) <u>39</u>		<b>FILED</b> in the office of the Secretary of State of the State of California  NOV 10 2010  P-000133		
8. RETURN ACKNOWLEDGMENT TO: (Type or Print)				
NAME <u>UDBC, Inc.</u>				
ADDRESS <u>7256 Sepulveda Blvd.</u>				
CITY/STATE/ZIP <u>Van Nuys, CA 91405</u>				



10. INDICATE WHETHER AN APPLICATION TO REGISTER THE MARK OR PORTIONS, OR A COMPOSITE THEREOF, HAS BEEN FILED BY THE REGISTRANT OR A PREDECESSOR IN INTEREST WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE.

FILING DATE May 6, 1978 SERIAL/FILE NO. 049604 STATUS OF APPLICATION expired 5/6/08

IF REFUSED, WHY?

CHECK HERE IF THIS ITEM DOES NOT APPLY

11. MANNER IN WHICH THE MARK IS USED (Check all that apply)

FOR TRADEMARKS ONLY

- ON LABELS AND TAGS AFFIXED TO THE GOODS  
 ON LABELS AND TAGS AFFIXED TO CONTAINERS OF THE GOODS  
 BY PRINTING IT DIRECTLY ONTO THE GOODS  
 BY PRINTING IT DIRECTLY ONTO THE CONTAINERS OF THE GOODS  
 OTHER \_\_\_\_\_

FOR SERVICE MARKS ONLY

- ON BUSINESS SIGNS  
 ON ADVERTISING BROCHURES  
 ON ADVERTISING LEAFLETS  
 ON BUSINESS CARDS  
 ON LETTERHEADS  
 ON MENUS  
 OTHER \_\_\_\_\_

12. SPECIMENS (Check one box below and enclose three (3) identical original specimens showing current use of the mark.)

FOR TRADEMARKS ONLY

- ACTUAL LABELS  
 ACTUAL TAGS  
 PHOTOGRAPHS OF GOODS/CONTAINERS SHOWING THE TRADEMARK  
 FRONT PANELS OF A PAPER CONTAINER BEARING THE TRADEMARK  
 OTHER \_\_\_\_\_

FOR SERVICE MARKS ONLY

- BUSINESS CARDS  
 ADVERTISING BROCHURES  
 ADVERTISING LEAFLETS  
 MENUS SHOWING THE MARK  
 OTHER \_\_\_\_\_

13. DECLARATION OF OWNERSHIP

Applicant declares that the applicant is the owner of the mark, that the mark is in use, and that to the knowledge of the person verifying the application, no other person has registered in this state, or has the right to use the mark, either in the identical form or in such near resemblance as to be likely, when applied to the goods or services of the other person, to cause confusion, to cause mistake, or to deceive.

14. DECLARATION OF ACCURACY

Applicant declares that all the information contained in this registration is accurate and if the applicant willfully states in the registration any material fact that the applicant knows to be false, the applicant shall be subject to a civil penalty of not more than ten thousand dollars (\$10,000.00).

00066920

DATE

10/18/10  
Peter Thomas  
SIGNATURE OF AUTHORIZED PERSON

Peter Thomas, President  
TYPE OR PRINT NAME AND TITLE

**economy**



00066920

- **COMPACTS & MIDSIZE CARE**
- **PASSENGER VANS**
- **LOW DAILY & WEEKLY RATES**
- **LOCAL PICK UP AND DROP OFF AVAILABLE**
- **FLYAWAY SERVICE TO LAX**
- **FAST, FRIENDLY SERVICE!**

**ECONOMY RENT-A-CAR**  
**7256 SEPULVEDA BLVD.**  
**(ONE BLOCK NORTH OF SHERMAN WAY)**  
**VAN NUYS, CA 91405**  
**(818) 901-1828**

P-000136



I hereby certify that the foregoing transcript of 1004 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 20 2012 *OC*

Date: \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State

**REDACTED**

**EXHIBIT 14**

**Confidential/Attorney Eyes Only**

**REDACTED**

**EXHIBIT 15**

**Confidential/Attorney Eyes Only**

## TRADEMARK LICENSE AGREEMENT

This Agreement, made effective *nunc pro tunc* as of January 12, 2010, by and between Economy Rent-A-Car, Inc., a Delaware corporation, having its mailing address at 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter "LICENSOR") and UDBC, Inc., having a business address at 7254 Sepulveda Blvd., Van Nuys, California 91405 (hereinafter "LICENSEE").

### WITNESSETH

WHEREAS, LICENSOR, by virtue of its Sub-License Agreement with Economy Rent-A-Car Leasing, Inc. has the right to use, and authorize others to use, the following service marks in connection with the rental of vehicles services to others: "ECONOMY", "ECONOMY RENT A CAR", and ECONOMY RENT-A-CAR (hereinafter collectively the "MARKS").

WHEREAS, LICENSEE is desirous of using, the MARKS in connection with its rental car business located in Van Nuys, California (hereinafter "LICENSED AREA").

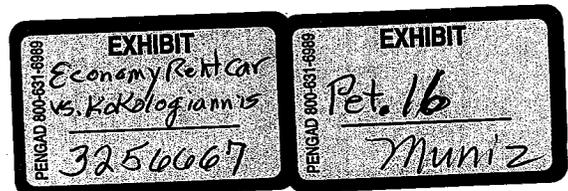
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

#### 1. GRANT OF TRADEMARK RIGHTS.

(a) LICENSOR hereby grants to LICENSEE, a non-exclusive and royalty free right and privilege to use the MARKS in the LICENSED AREA upon the terms and conditions set forth herein for the business of vehicle rental services (hereinafter the "Authorized Business").

(b) Nothing contained in this Agreement shall be construed as an assignment or grant to LICENSEE of any right, title, or interest in or to the MARKS, it being understood that all rights and goodwill relating thereto are reserved by LICENSOR, except for the license granted hereunder.

(c) LICENSEE acknowledges and affirms LICENSOR's rights and interest in and to the MARKS and agrees that it will not directly or indirectly attack or impair such rights or interests. LICENSEE further agrees not to file any applications for registration of the MARKS or any mark or term confusingly similar thereto.



P-000166

## **2. TERM**

The term of this License shall continue in force and effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall automatically renew from year-to-year for additional one year periods, unless one party gives the other party written notice six (6) months prior to the expiration of the Agreement of its intent not to renew the Agreement.

## **3. LICENSEE'S OBLIGATIONS**

(a) LICENSEE agrees to use its best efforts to promote the MARKS in the Licensed Territory. LICENSEE further agrees that all promotional and advertising materials bearing the MARKS shall meet the standards and level of quality set by LICENSOR.

(b) LICENSEE shall comply with all laws and regulations and obtain all appropriate government approvals pertaining to the promotion and sale of the Authorized Business services covered by this Agreement.

(c) LICENSEE shall assume all responsibilities resulting in any claims arising from any lawsuits brought against LICENSEE and/or LICENSOR that relate to any errors, negligence or misconduct associated with LICENSEE'S actions (including products provided under its vehicle rental services) and LICENSEE agrees to defend, hold harmless and indemnify LICENSOR in connection with any such claims.

## **4. QUALITY CONTROL**

(a) In the event LICENSEE wishes to add any new services, or change the nature or quality of an existing service, LICENSEE shall first advise LICENSOR of the description of such service or the revised quality standard for an existing service. Unless LICENSOR shall have advised LICENSEE in writing of its objections to such new service, or change to an existing service, within sixty (60) days of receipt, LICENSOR shall be deemed to have approved such new service or change to existing service. If, however, LICENSOR deems any such new service not to be in compliance with its applicable standards or instructions and timely so advises LICENSEE of that decision, then LICENSEE shall immediately cease (and/or require any sub-licensee to cease) such use of the MARKS in the prohibited manner.

## **5. FORM OF USE**

(a) LICENSEE shall comply with such standards and instructions as LICENSOR may establish from time to time with respect to the style, appearance and manner of use of the MARKS.

(b) Upon LICENSOR's request, copies or reproductions of all materials displaying the MARKS (such as advertising, promotional materials, signs and the like) used by it and/or its sub-licensees shall be promptly provided to LICENSOR for review as to form, quality and content.

(c) In accordance with LICENSOR's instructions, LICENSEE shall cease or modify any use of the MARKS that LICENSOR deems not to be in compliance with LICENSOR's applicable standards or instructions.

## **6. GOODWILL**

(a) LICENSEE recognizes the value of the goodwill associated with the MARKS and acknowledges that all of the rights therein, as well as the goodwill attached thereto, inure solely to the benefit of LICENSOR. LICENSEE shall at all times recognize the validity of the MARKS and LICENSOR's rights therein. LICENSEE shall not, during the term of this Agreement or thereafter, attack, impair or put in issue any rights of LICENSOR in and to the MARKS, or attack the validity of the service mark authorization granted herein.

(b) The parties understand and agree that one of LICENSOR's objectives in entering into this Agreement is the further protection and enhancement of the licensed MARKS. Accordingly, the parties agree that it would be the result of a mutual mistake of fact if any activity permitted or contemplated hereunder threatened to injure or diminish the image or reputation of LICENSOR or of the MARKS. LICENSEE covenants and agrees that, notwithstanding any other provision of this Agreement, it will never intentionally take or continue any action which it knows, or has reason to know, would result in or cause a boycott of any service rendered under the MARKS, or threaten to injure or tarnish the image or reputation of LICENSOR or the MARKS. In the event any action taken by LICENSEE results, or threatens to result, in injury to LICENSOR or the MARKS, LICENSEE agrees promptly to take steps necessary to avoid or stop the occurrence of such injury to LICENSOR or the MARKS after receiving written notice thereof from LICENSOR.

## **7. PROTECTION OF RIGHTS**

(a) LICENSEE agrees to assist LICENSOR in protecting and defending any of LICENSOR's rights in the MARKS, in the recording of this Agreement or any other relevant agreements, in the filing and prosecution of any applications or renewals relating to the registration of the MARKS, and in the doing of any other acts with respect to the MARKS, including the prevention of the use thereof by any unauthorized persons that, in the sole judgment of LICENSOR, may be necessary or desirable under any law, regulation or decree of the United States or any other country that may subsequently be included within the Licensed Territory.

(b) LICENSEE shall notify LICENSOR promptly in writing of any infringements or imitations by others of the MARKS which come to LICENSEE's attention. LICENSEE agrees to take no action of any kind relating to such infringement or imitations unless previously authorized in writing by LICENSOR. LICENSOR shall have the sole and exclusive right to determine whether or not any action shall be taken on account of any such infringements or imitations. If LICENSOR so desires, it may prosecute any claims or suits in its own name or join LICENSEE as a party thereto, all at LICENSOR's expense.

## **8. TERMINATION**

(a) In the event of any breach of any term or condition of this License by LICENSEE, LICENSOR may terminate this License immediately upon written notice to LICENSEE. LICENSOR shall not be liable to LICENSEE for loss of profits or damages of any kind whatsoever or for any kind of severance benefits or compensation on account of or arising directly or indirectly from termination of or refusal to renew this License in accordance with the terms hereof, or for any expenditures, investments or commitments made by LICENSEE, and all rights and claims of that nature as may otherwise exist are hereby unconditionally and irrevocably waived by LICENSEE.

(b) Upon termination of this Agreement, LICENSEE agrees to immediately discontinue any use of the MARKS and to likewise require any sub-licensees to immediately discontinue further use of the MARKS, including any terms confusingly similar thereto and delete the same from their corporate or business name.

**9. CONTROLLING LAW**

(a) The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of Delaware.

(b) This Agreement shall be deemed to have been jointly drafted by all parties hereto and shall be construed in accordance with its fair meaning, and not strictly against any party.

**10. NO IMPLIED WARRANTIES**

Neither of the parties makes any warranty or representation to the other except as specifically set forth herein.

**11. FURTHER DOCUMENTS**

Each party shall, upon request, make, execute and deliver such documents as may be reasonably necessary or take such action as may be reasonably requested to fully implement and carry out the purposes of this Agreement.

**8. BINDING EFFECT**

In the event of acquisition or merger, all covenants, agreements, representations, warranties and indemnifications in this Agreement by and on behalf of either of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns.

**9. ASSIGNMENT**

This Agreement may not be assigned, transferred or sold, by LICENSEE without the prior written permission of LICENSOR.

**14. NO FRANCHISE/JOINT VENTURE**

Nothing contained herein shall be construed to place the parties in the relationship of franchisor/franchisee, partners or joint venturers, it being agreed and understood as well that each party is an independent

contractor and is not an agent or employee of the other party.

15. FORCE MAJEURE

Neither party shall be liable for any loss or damage caused by failure or delay in the performance or fulfillment of any terms, obligations, provisions or conditions of this Agreement if such failure or delay arises either wholly or in part from any cause reasonably beyond the control of such party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the authorized use of the MARKS, and supersedes all prior negotiations, understandings and agreements, if any, between the parties. This Agreement may only be amended or modified by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Sub-License Agreement on the dates indicated below.

ECONOMY RENT-A-CAR, INC.

By:   
Alejandro L. Muniz, President

Date: 2/26/13

UDBC, INC.

By:   
Bob Martyn, President

Date: 2-25-13

**REDACTED**

**EXHIBIT 17**

**Confidential/Attorney Eyes Only**



**ALLIED RENT A CAR      ECONOMY RENT A CAR**  
**LAX (BRANCH 400), 5280 WEST CENTURY BLVD.**  
**LOS ANGELES, CA 90045**  
**310-410-2313 800-201-8088**

RENTAL INFORMATION	RENTAL DETAIL	STD-0025077																																				
<b>Renter:</b> <del>ARCOO FALATOWNS POLMER</del> <del>808 GLENADEN BLVD</del> <del>GLENADEN, CA 90045</del> <del>(310) 400-2313</del> <del>Cell: (310) 400-2313</del> <b>License:</b> <del>MD C-480-000-400000, Exp: 04-18-2015</del> <b>Contact:</b> <b>Other:</b> <b>Employer:</b> <b>Phone:</b> <b>Empl/Bill:</b> - NONE - <b>Adjuster:</b> <b>Ad. Driver:</b> NO OTHER _____ <div style="text-align: right; margin-right: 50px;">Customer signature</div>	<b>Vehicle #:</b> MT-01407100 <b>JEEP PATRIOT CA XXXX</b> <b>WHITE 1C4NJPBA8DD187223</b> <b>Model year:</b> 2013 <b>Check Out:</b> <b>Due In</b> <b>04-17-2013</b> <b>04-21-2013</b> <b>12:18</b> <b>Time 12:00</b> <b>Wed</b> <b>Day Sun</b> <b>ALLIED-LAX</b> <b>City ALLIED-LAX</b> <b>400</b> <b>Loc 400</b> <b>005535</b> <b>Qdem</b> <b>58</b> <b>Fuel</b>	<b>Security:</b> Credit card <del>XXXXXXXXXXXX70001014</del>  <b>Claim#:</b> <b>Other:</b>  <b>Authorized Return:</b> ALLIED-LAX by 04-21-2013 12:00 Customer Initial: _____ <b>Vehicle Damage:</b>  <div style="text-align: right; margin-right: 50px;">Customer Initial: _____</div> Refueling is renter's responsibility.																																				
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**ALLIED RENT A CAR ECONOMY RENT A CAR**  
**SNA, 1333 SOUTH MAIN STREET**  
**SANTA ANA, CA 92707**  
**(714)-835-4990 (800)-201-8088**

RENTAL INFORMATION	RENTAL DETAIL	STD-0026080																																																						
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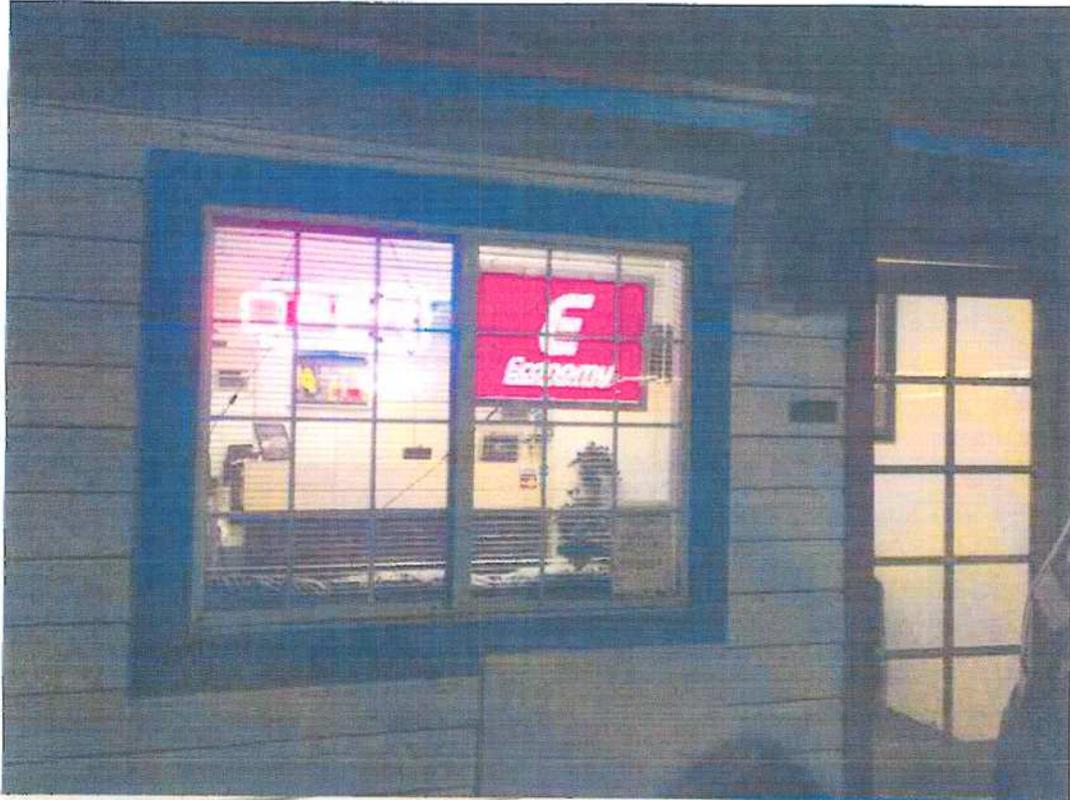


EXHIBIT  
Economy Rent Car  
vs. Kokologianis  
3256667  
PENGAD 800-631-6989

EXHIBIT  
Pet. 19  
Muniz  
PENGAD 800-631-6989

P-000437



P-000436



United States Patent and Trademark Office

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TESS was last updated on Wed Jun 6 04:35:46 EDT 2012

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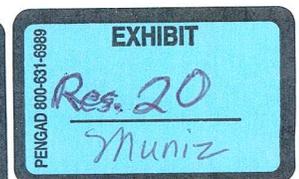
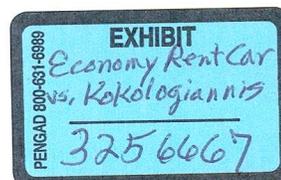
Please logout when you are done to release system resources allocated for you.

List At:  OR  to record:  **Record 13 out of 41**

( Use the "Back" button of the Internet Browser to return to TESS)



<b>Word Mark</b>	ECONOMY RENT A CAR
<b>Goods and Services</b>	IC 039. US 100 105. G & S: Car rental; Car rental, garage and parking space rental; Rental car reservation; Rental of cars; Rental of vehicles; Vehicle rental; Car leasing; Vehicle leasing. FIRST USE: 20091223. FIRST USE IN COMMERCE: 20091223
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.13.21 - Quadrilaterals that are completely or partially shaded 26.17.04 - Bands, vertical; Bars, vertical; Lines, vertical; Vertical line(s), band(s) or bar(s) 26.17.07 - Heat, lines depicting; Lines depicting speed, propulsion, heat or wind; Propulsion, lines depicting; Speed, lines depicting; Wind, lines depicting
<b>Trademark Search Facility Classification Code</b>	SHAPES-BAR-BANDS Designs with bar, bands or lines SHAPES-COLORS-2 Design listing or lined for two colors SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons SHAPES-MISC Miscellaneous shaped designs
<b>Serial Number</b>	77711976
<b>Filing Date</b>	April 11, 2009
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	August 18, 2009
<b>Registration Number</b>	3786010



**Registration Date** May 4, 2010

**Owner** (REGISTRANT) Proveedores y Soluciones DAC S.A. sociedad anonima (sa) COSTA RICA Rio Segundo Alajuela, Barrio el Carmen del Hotel 2do Milenio, 100mts. San Jose COSTA RICA

**Attorney of Record** Rebecca Gan

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RENT A CAR" APART FROM THE MARK AS SHOWN

**Description of Mark** The color(s) red and white is/are claimed as a feature of the mark. The mark consists of a red rectangle with the literal matter "ECONOMY RENT A CAR" in white lettering and a white speed bar design element comprising a white rectangle and three white vertical bars.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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# Alejandro Muniz

President at Economy Rent A Car

Costa Rica | [Transportation/Trucking/Railroad](#)

Send Alejandro InMail

21 connections

cr.linkedin.com/pub/alejandro-muniz/21/395/a56

## Background

### Summary

My career has been dedicated to growing Economy Rent A Car a company founded in Costa Rica 25 plus years ago. During that time Economy Rent A Car has grown from a fleet of 17 vehicles to become one of the largest car rental car companies in the world with more than 50 locations in over 14 countries.

When I started working at the company as a teenager I began at an entry level position and worked my way up through the organization in various positions that helped me learn and understand every facet of the car rental business. Today, I am the General Manager of Economy Rent a Car and have overall responsibility for running the entire company. These responsibilities include sales, marketing and creating new business opportunities. I also pride myself at working with our staff to further their development, adhere to our company's mission statement, and to achieve or exceed our annual goals, especially in the area of providing the very best in customer service.

My career goals include expanding Economy Rent A Car globally, working as efficiently as possible, and to network with other like minded travel industry and marketing executives throughout the world.

### Experience

#### President

Economy Rent A Car

### Following



#### Economy Rent a Car

Leisure, Travel & Tourism  
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## People Similar to Alejandro



### Leo Acuña

President & CEO at KPO Alpha Inc. S. A.  
[Connect](#)

## People Also Viewed



### Economy Rent a Car

Car Rentals at Economy Rent a Car/  
St. Pete-Clearwater Airport



### Bob Thunell

VP Sales at Economy Rent A Car



### Craig Goodman

Remarketing at VRCG Inc.



### Roger Ritchie

Vice President, Marketing & Ecommerce



### Julie Ray

CFO at ACE Rent A Car, Inc.



### Cindy Rowland

Permit Agent at Summit Resources, LLC



### Lina Ashby

Producer/Director at LasParceritas.com



### Joselle Bertram

Manager at Avis Budget Group



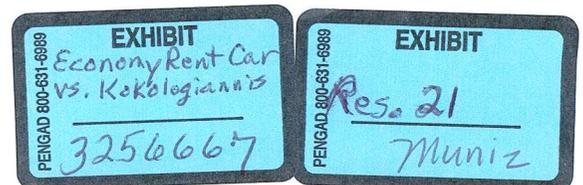
### Maurizio Zecca

--



### Cindy Rowland

Product Analyst at Travelport



Attn: Compliance Officers - Learn from your peers with the Society of Corporate Compliance and Ethics. From: Society of Corporate Compliance and Ethics

**Alejandro Muniz**  
President at Economy Rent A Car  
Costa Rica | Transportation/Trucking/Railroad

Send InMail ▾

1  
connection

 cr.linkedin.com/pub/alejandro-muniz/21/395/a56

Experience

**President**  
**Economy Rent A Car**  
Currently holds this position

Contact Alejandro for:

- career opportunities
- new ventures
- expertise requests
- reference requests
- consulting offers
- job inquiries
- business deals
- getting back in touch

Send a message to Alejandro Muniz  
➔ Send InMail

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## Detail by Entity Name

### Florida Profit Corporation

ECONOMY RENT A CAR OF MIAMI CORP.

**This detail screen does not contain information about the 2013 Annual Report.  
Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.**

### Filing Information

**Document Number** P92000007842  
**FE/EIN Number** N/A  
**Date Filed** 11/30/1992  
**State** FL  
**Status** ACTIVE

### Principal Address

J.B.C. SJO 11675  
2053 NW 70TH AVE  
MIAMI FL 33122 US

Changed 04/12/2012

### Mailing Address

J.B.C. SJO 11675  
2053 NW 70TH AVE  
MIAMI FL 33122 US

Changed 04/12/2012

### Registered Agent Name & Address

RUIZ, EDUARDO  
8030 N.W. 166 ST  
MIAMI LAKES FL 33016 US

Address Changed: 04/30/2003

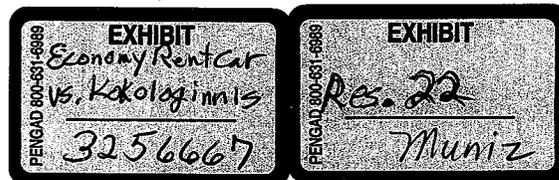
### Officer/Director Detail

#### Name & Address

Title P

MUNIZ, ALEJANDRO  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122

Title D



MUNIZ, DANIEL  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122

Title S/T

TEMBRAS, JUAN L  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122

**Annual Reports**

**Report Year Filed Date**

2010	04/25/2010
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2012	04/12/2012

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## Detail by Entity Name

### Florida Profit Corporation

ECONOMY RENT A CAR CORP.

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### Filing Information

**Document Number** P09000080390  
**FEI/EIN Number** 010939063  
**Date Filed** 09/28/2009  
**State** FL  
**Status** ACTIVE  
**Effective Date** 09/22/2009  
**Last Event** REINSTATEMENT  
**Event Date Filed** 11/30/2010  
**Event Effective Date** NONE

### Principal Address

J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122 US

Changed 04/12/2012

### Mailing Address

J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122 US

Changed 04/12/2012

### Registered Agent Name & Address

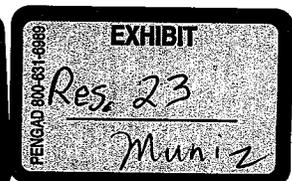
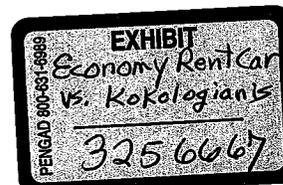
RUIZ, EDUARDO M  
8030 NW 166 STREET  
MIAMI LAKES FL 33016 US

### Officer/Director Detail

#### Name & Address

Title P

MUNIZ, ALEJANDRO  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122 US



Title D

MUNIZ, DANIEL  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122 US

Title S/T

TEMBRAS, JUAN L  
J.B.C. SJO 11675, 2053 NW 70TH AVE  
MIAMI FL 33122

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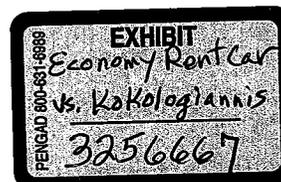
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From the California Secretary of State directory of corporations

## Business Entity Detail

Data is updated weekly and is current as of Friday, June 29, 2012. It is not a complete or certified record of the entity.

<b>Entity Name:</b>	ECONOMY RENT-A-CAR, INC.
<b>Entity Number:</b>	C3331624
<b>Date Filed:</b>	11/05/2010
<b>Status:</b>	ACTIVE
<b>Jurisdiction:</b>	DELAWARE
<b>Entity Address:</b>	J.B.C. SJO 11675, 2053 NW 79TH AVENUE
<b>Entity City, State, Zip:</b>	MIAMI FL 33122
<b>Agent for Service of Process:</b>	NATIONAL REGISTERED AGENTS, INC.
<b>Agent Address:</b>	2875 MICHELLE DR STE 100
<b>Agent City, State, Zip:</b>	IRVINE CA 92606





### Results Detail

Last statement filed on: 11/4/2012

Corporation		
ECONOMY RENT-A-CAR, INC.		
<b>Number:</b> C3331624	<b>Incorporation Date:</b> 11/5/2010	<b>Status:</b> FTB Forfeited
<b>Jurisdiction:</b> DE	<b>Type:</b> Foreign Stock	
Address		
J.B.C. SJO 11675,2053 NW 79TH AVENUE		
MIAMI, FL 33122		
Agent For Service Of Process		
NATIONAL REGISTERED AGENTS, INC.		
818 W SEVENTH ST,		
LOS ANGELES, CA 90017		

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**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 10, 2014. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

<b>Entity Name:</b>	ECONOMY RENT-A-CAR, INC.
<b>Entity Number:</b>	C3331624
<b>Date Filed:</b>	11/05/2010
<b>Status:</b>	FTB FORFEITED
<b>Jurisdiction:</b>	DELAWARE
<b>Entity Address:</b>	J.B.C. SJO 11675, 2053 NW 79TH AVENUE
<b>Entity City, State, Zip:</b>	MIAMI FL 33122
<b>Agent for Service of Process:</b>	NATIONAL REGISTERED AGENTS, INC.
<b>Agent Address:</b>	818 W SEVENTH ST
<b>Agent City, State, Zip:</b>	LOS ANGELES CA 90017

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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**ACE RENT A CAR**

4529 W. 86th St.  
Indianapolis, IN 46268  
(317) 241-3030  
(800) 243-6336  
Fax: (317) 248-7251  
www.acerentacar.com

U.S. Locations: 92  
U.S. Fleet Size: 9,000



**RADZIS MULLEN STUTZ**

Dick Radzis, Pres.  
E-mail: dradzis@acerentacar.com  
Charlie Mullen, VP  
E-mail: cmullen@acerentacar.com  
Kevin Stutz, Bus. Mgr.  
E-mail: kstutz@acerentacar.com

**AFFILIATED CAR RENTAL  
(AFFORDABLE, SENSIBLE, A  
SUBSTITUTE RENT A CAR)**

105 Hwy. 36  
Eatontown, NJ 07724  
(732) 290-8300  
(800) 631-2290  
Fax: (732) 380-0404  
www.sensiblecarrental.com

U.S. Locations: 179  
U.S. Fleet Size: 3,300

Joseph Stazzone Sr., Pres./Owner  
Brendan T. Lewis, GM  
E-mail: btlewis@sensiblecarrental.com  
Loretta Matera, Office Mgr./Dir., Customer  
Service  
E-mail: lmatera@sensiblecarrental.com

**AVIS BUDGET GROUP INC.**

6 Sylvan Way  
Parsippany, NJ 07054  
(973) 496-4700  
www.avisbudgetgroup.com,  
www.avis.com, www.budget.com

U.S. Locations: More than 2,500  
U.S. Fleet Size: 300,000

Ronald L. Nelson, Chairman and CEO  
David B. Wyshner, Sr. EVP and CFO  
Thomas M. Gartland, Pres., N.A.  
Larry D. De Shon, Pres., EMEA  
Patric Siniscalchi, Pres., Latin Amer. /Asia Pac.

**DOLLAR THRIFTY AUTOMOTIVE GROUP  
INC.**

5330 E. 31st St.  
Tulsa, OK 74135  
(918) 669-3000  
(800) 532-3401  
Fax: (918) 669-2061  
www.dollar.com, www.thrifty.com

U.S. Locations: 445 (includes corporate and licensee)  
U.S. Fleet Size: 118,000 (104,000 U.S. corporate &  
14,000 licensee)



**THOMPSON BUSTER MORRIS**



**VANIMAN CEREFICE**

Scott L. Thompson, Pres./CEO, Chairman of the  
Board  
H. Clifford Buster III, Sr. EVP/CFO  
Rick Morris, EVP, CIO  
Vicki Vaniman, EVP, Gen'l Counsel & Secretary  
Jeff Cerefice, SVP, Global Ops.

**EAGLERIDER MOTORCYCLE RENTALS**

11860 S. La Cienega Blvd.  
Hawthorne, CA 90250  
(310) 536-6777  
(888) 900-9901  
Fax: (310) 536-6770  
www.EagleRider.com

U.S. Locations: 80  
U.S. Fleet Size: 4,000

Chris McIntyre, Pres.  
E-mail: chris@eaglerider.com  
Jeff Brown, Chief Admin. Officer  
E-mail: jeff@eaglerider.com  
Peter Wurmer, Chief Int'l Officer  
E-mail: peter@eaglerider.com  
Dan Summers, Chief Financial Officer  
E-mail: dans@eaglerider.com  
Tara Schreiner, Mktg. Coord.  
E-mail: tara@eaglerider.com  
Tamara Stockstill, Dir. Central Reservations  
E-mail: tamara@eaglerider.com

**ECONOMY RENT A CAR**

JBC SJO 11675  
2053 N.W. 79th Ave.  
Miami, FL 33122  
(786) 975-2222  
(877) 326-7368  
Fax: (786) 524-8444  
www.economyrentacar.com

U.S. Locations: 17  
U.S. Fleet Size: 3,500

Alex Muniz, CEO/Chairman  
E-mail: muniz@economyrentacar.com  
Geysa Muniz, Vice Chairman/CFO  
E-mail: gmuniz@economyrentacar.com  
Alejandro Muniz, Pres.  
E-mail: amuniz@economyrentacar.com  
Daniel Muniz, VP/Fleet and Corp. Ops.  
E-mail: dmuniz@economyrentacar.com  
Grace Gonzalez, Dir. Of Admin.  
E-mail: ggonzalez@economyrentacar.com  
Bob Thunell, VP Sales  
E-mail: bthunell@economyrentacar.com

**ENTERPRISE HOLDINGS (ALAMO RENT  
A CAR, ENTERPRISE RENT-A-CAR AND  
NATIONAL CAR RENTAL)**

600 Corporate Park Dr.  
St. Louis, MO 63105  
(314) 512-5000  
TOLL FREE:  
Enterprise: (800) Rent-A-Car  
Alamo: (800) GO-ALAMO  
National: (800) CAR-RENT

U.S. Locations: 6,202  
U.S. Fleet Size: 941,064

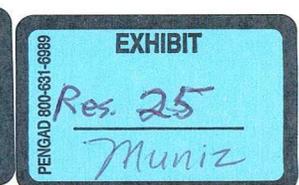
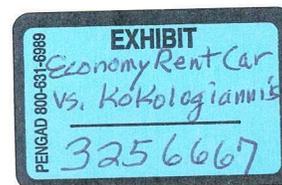


**TAYLOR NICHOLSON STUBBLEFIELD**



**SNYDER DARRAH**

Andrew C. Taylor, CEO/Chairman  
Pamela M. Nicholson, Pres./COO  
Gregory R. Stubblefield, EVP/Global Sales/Mktg./  
Strategy  
William W. Snyder, EVP/CFO  
Matthew Darrah, EVP, N.A. Ops.



## ACUERDO DE SERVICIOS / JBC SJO #: \_\_\_\_\_

Entre nosotros, **Servicios Internacionales de Carga S.A.**, cédula jurídica No. 3-101-030879, actuando como representante legal de JetBox, empresa localizada en la ciudad de San José, Costa Rica, que en adelante se denominará LA COMPAÑÍA y, \_\_\_\_\_ con cédula jurídica No. \_\_\_\_\_, domiciliada en \_\_\_\_\_, actuando como titular \_\_\_\_\_ y con identificación No. \_\_\_\_\_, que en adelante se denominará EL CLIENTE, celebramos el presente acuerdo, con las siguientes cláusulas.

### **OBJETIVO DEL ACUERDO:**

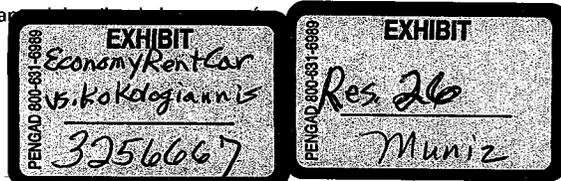
La prestación del servicio de transporte de correo y paquetería por parte de LA COMPAÑÍA; para los envíos de documentos no negociables y encomiendas, a través del Correo de los Estados Unidos o empresas de Courier Internacional, en el apartado postal asignado y la dirección física en las oficinas de JetBox Cargo (JBC) en Miami y entregándose en la dirección de San José, Costa Rica que el Cliente expresamente registre en el Formulario de Afiliación. Se define como correo todos aquellos documentos como sobres, cartas, revistas, estados de cuentas o cualquier tipo de suscripción, etc.

### **OBLIGACIONES DE LA COMPAÑÍA**

1. LA COMPAÑÍA pondrá a disposición de EL CLIENTE, una Dirección Física en donde recibirá los envíos de paquetería en la ciudad de Miami, Florida, U.S.A. con destino a EL CLIENTE, en la ciudad de San José, Costa Rica bajo un solo tipo de contrato sin pago de anualidades ni mensualidades. Es requisito dejar autorizada una tarjeta de crédito o débito, local o internacional para los pagos automáticos (no aplica tarjetas virtuales).
2. LA COMPAÑÍA se hace responsable por el transporte de los paquetes recibidos en la dirección de Miami, con destino a San José, Costa Rica y por su distribución en la dirección registrada en la afiliación, siempre y cuando los envíos cumplan con los requisitos establecidos por la empresa. EL CLIENTE, se compromete a que los envíos se ajustarán estrictamente a las disposiciones legales y reglamentarias de las autoridades competentes en el país de origen y destino.
3. LA COMPAÑÍA le brindará a EL CLIENTE afiliado al Servicio de P.O.Box 2 modalidades para transportar sus Compras: JetBox Next Day para un servicio regular y JetBox ECONOMY como opcional, con tarifas especiales para paquetes con peso superior a los 4Kg. El Servicio ECONOMY es solo para Personas Físicas (no Jurídicas).
4. LA COMPAÑÍA se compromete a transportar los paquetes de Miami a Costa Rica, en un término de 24 horas hábiles para el Servicio Next Day y aproximadamente de 8 a 15 días hábiles para el Servicio Economy, habiendo recibido toda documentación necesaria y el Preaviso correcto de Paquete, ambos por parte de EL CLIENTE. Estos tiempos pueden variar en algunas épocas del año ya que están sujetos a los servicios brindados por las empresas proveedoras. Si los paquetes requieren de mayores trámites en aduana como exoneración, permisos etc. para su nacionalización, estos incurrirán en días adicionales.
5. LA COMPAÑÍA no se compromete a cumplir los términos del punto anterior y quedará libre de toda responsabilidad por incumplimiento, por motivos de fuerza mayor, caso fortuito y otros hechos tales como paros, cierres temporales de aeropuerto, extremas condiciones climáticas terrorismo, accidentes, atraco, asonada conmoción civil, alteración del orden público, explosiones, incendio, acciones para combatir incendios y similares.
6. En los casos cuyos envíos sean detenidos por las autoridades aduaneras de Costa Rica, la responsabilidad de LA COMPAÑÍA se limitará a la entrega de la guía debidamente autorizada para que el CLIENTE proceda a la nacionalización, o si EL CLIENTE lo ha solicitado en la afiliación LA COMPAÑÍA le brindará este servicio por medio de su Agencia Aduanal SICSA con un cargo adicional.
7. En caso de pérdida de paquetes que hubieran sido satisfactoriamente recibidas por LA COMPAÑÍA en sus oficinas de Miami, las responsabilidades no excederán la cantidad de USD\$20 por kilo, con un mínimo de USD\$20 por envío. Para ello los paquetes viajarán asegurados, donde JetBox cubrirá el seguro gratis a paquetes cuyo precio sea inferior a USD\$50 y a partir de este monto se cobrará el 1 % del valor FOB.
8. LA COMPAÑÍA cobrará el peso real solo para envíos que viajen con JetBox Next Day. En caso contrario, cobrará el factor mayor entre el peso y el volumen para envíos que viajan con JetBox Economy usando la relación: un pie cúbico = 4.72 kilos.
9. El peso mínimo a cobrar es de 100grs.
10. LA COMPAÑÍA notificará el recibo de mercancía y avisos promocionales a través del correo electrónico y mensajes SMS al número celular que registró en la afiliación.
11. LA COMPAÑÍA se compromete a brindar a EL CLIENTE la lista de los Bancos con los pasos a seguir para realizar el cambio del Billing Address de las tarjetas de crédito o débito, para no tener inconvenientes en las compras en línea.
12. LA COMPAÑÍA pone a disposición de EL CLIENTE la tarjeta de crédito corporativa para realizar compras por internet, que deberán ser solicitadas en la Sucursal, en las páginas seguras y aprobadas por LA COMPAÑÍA. El servicio tiene un recargo de 4% sobre el valor total de la compra si se realiza el pago de contado a JetBox, o un 8% si el pago es con tarjeta, con un mínimo de USD\$5.00. El pago se deberá hacer al instante de la solicitud la compra y se confirmará al Cliente vía email.
13. LA COMPAÑÍA pone a disposición de EL CLIENTE la asesoría gratuita de sus ejecutivos de Servicio al Cliente en las Sucursales, además de un tutor de compras y facilidades en la página web: [www.jetbox.com](http://www.jetbox.com), así como su Centro de Asistencia 800-BeJetBox.
14. LA COMPAÑÍA brindará toda la asesoría que el CLIENTE requiera para la realización o consultas referentes al beneficio de exoneración (Art. #93 CAUCA y Arts. #214, 215 y216 del RECAUCA).

### **OBLIGACIONES DE EL CLIENTE**

1. EL CLIENTE se compromete a instruir a todos sus remitentes y proveedores de la forma cómo deben consignar los envíos.
2. EL CLIENTE se compromete a abstenerse de enviar o permitir que las personas autorizadas a utilizar su cuenta), hagan envíos que no cumplan con las regulaciones de los Estados Unidos y Costa Rica. Específicamente, no efectuará envíos de dinero, narcóticos, químicos de alto riesgo radiactivo y productos que pongan en riesgo la integridad física del transportador o de sus equipos, o cuyo transporte esté restringido o prohibido por las normas legales de ambos países. En consecuencia EL CLIENTE exonera a LA COMPAÑÍA, de toda responsabilidad legal y contractual ante las autoridades, que se puede derivar del transporte de este tipo de artículos o elementos, para lo que asumirá el pago de cualquier multa o sanción que por este hecho se le imponga a él o a LA COMPAÑÍA. Deberá cumplir con cualquier requisito que el gobierno de Estados Unidos y Costa Rica, así como la empresa, requieran para el servicio de los CLIENTES.
3. EL CLIENTE se compromete a notificar a LA COMPAÑÍA de su compra, completando siempre el Formulario "Preaviso de Paquete" al que puede acceder en la página web e indicará si desea exonerarlo y/o transportarlo vía Economy. No es automático para ambos casos y debe enviarlo una vez que realiza la compra y antes que el mismo llegue a Miami. Al no realizarlo por este medio, LA COMPAÑÍA no se hace responsable si la mercancía se registrara en la póliza consolidada a su arribo a San José sin haberse exonerado o bien que viajara de forma automática por el Servicio Next Day.
4. EL CLIENTE se compromete a pagar cualquier otro tipo de servicio brindado por LA COMPAÑÍA y da por aceptadas las tarifas publicadas en la página web.
5. EL CLIENTE se compromete a pagar la afiliación del servicio, en el momento de la solicitud. Se paga una única vez y no es reembolsable, así como el pago de los servicios de la empresa estipuladas para cada uno de los contratos. a empresa se reserva el derecho de congelar la entrega de paquetes hasta que EL CLIENTE tenga al día su cuenta. LA COMPAÑÍA realizará la facturación y el pago automático al instar



6. EL CLIENTE se compromete a pagar en la facturación, el monto correspondiente al Combustible (Fuel Surcharge), el cual fue establecido por las líneas aéreas o navieras, debido a los cambios en los precios internacionales del combustible y puede variar sin previo aviso.
7. Toda la mercancía recibida en Miami, viajarán amparados a una guía de courier para mayor seguridad y EL CLIENTE se compromete a pagar un cargo de USD\$2.00.
8. Si EL CLIENTE desea que LA COMPAÑÍA le brinde el servicio de entrega a domicilio (disponible dentro del G.A.M.), deberá pagar un recargo adicional o bien podrá retirarlos en la Sucursal que indicó al momento de la afiliación.
9. El CLIENTE se compromete a retirar sus paquetes en la Sucursal en un plazo no mayor a 3 meses a partir e la fecha de recibido en el local. Posterior a esta fecha LA COMPAÑÍA se reserva el derecho de disponer del mismo en la forma que considere más conveniente a sus intereses, quedando libre de toda responsabilidad.
10. En caso de inactivación de la cuenta por falta de pago o morosidad, se cobrará una multa de USD\$10.00 para volver a activarla.
11. En caso de tarjeta denegada por falta de fondos o vencimiento se cobrará una multa de USD\$5.00
12. EL CLIENTE se compromete actualizar la información personal vía internet o en Sucursal. LA COMPAÑÍA no se hace responsable por el no recibo de la información de arribo de mercancía que emite automáticamente el sistema, así como el manejo de la cuenta.
13. En los casos en que el acuerdo sea entre una Persona Física y LA COMPAÑÍA, quien suscribe el presente contrato puede únicamente autorizar, para el uso de la cuenta, a cuatro personas con un primer grado de consanguinidad. EL CLIENTE titular es el único responsable por los pagos de todo lo recibido en la cuenta o la cancelación de la misma. Cuando el acuerdo se suscribe con una Persona Jurídica, los envíos deben de consignarse únicamente a la razón social y a la atención de cualquier funcionario autorizado que labore para la compañía, de igual manera el apoderado será responsable por el buen manejo y pronto pago de la cuenta.
14. Toda correspondencia no deseada (conocida como Junk Mail) que llegue consignada a la cuenta será automáticamente cobrada a la misma. El cliente tendrá la oportunidad de devolver 3 unidades de las mismas antes del cierre del día 30 del mes facturado. Si EL CLIENTE no desea recibir determinada correspondencia, éste deberá comunicarse directamente con el proveedor para solicitar la cancelación de los envíos. LA COMPAÑÍA no realizará las cancelaciones de suscripciones.
15. En caso de que la cuenta se inactive (por morosidad o por solicitud del CLIENTE), la correspondencia no será procesada, será desechada. LA COMPAÑÍA no se responsabiliza por bienes extraviados durante periodos de inactivación.
16. EL CLIENTE se compromete a realizar todos los pasos para cancelación de la cuenta, la cual quedará inactiva 30 días después de solicitado, así como el pago de las facturas por mercancía recibida durante este tiempo. LA COMPAÑÍA no se responsabiliza por repercusiones dadas por el incumplimiento de este requisito.

#### VIGENCIA DEL ACUERDO

Este acuerdo es una afiliación de por vida al Servicio P.O.Box de LA COMPAÑÍA, la cual se reserva el derecho de dar por terminado de inmediato o con un plazo en el momento que así se requiera. Asimismo si EL CLIENTE desea renunciar a los servicios prestados por LA COMPAÑÍA, deberá notificarlo por escrito con 30 días de anticipación.

LA COMPAÑÍA se reserva el derecho de cambio o modificación de este acuerdo.

**P/CLIENTE**

Firma: \_\_\_\_\_ Fecha: \_\_\_\_\_

**P/JETBOX**

Nombre: \_\_\_\_\_ Fecha: \_\_\_\_\_

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

**ECONOMY RENT-A-CAR, INC.**

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS  
AND SONS, SOCIETE  
ANONYME OF TRADE,  
HOTELS AND TOURISM S.A.**

Respondent.

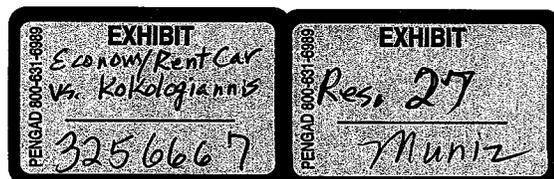
Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ALEJANDRO MUNIZ**

I, Alejandro Muniz, do hereby state and declare that:

1. I am the President of Proveedores Y Soluciones Dac S.A. (hereinafter "Proveedores"), a Costa Rican corporation which owns federal registrations for ECONOMY RENT A CAR and ECONOMY (Reg. Nos. 3,786,010 and 3,846,482 respectively). I am also the President of Economy Rent-A-Car Leasing, Inc. (hereinafter "Economy Leasing"), a Nevada corporation, which is a licensee of the service marks owned by Proveedores and is a sub-licensor of those service marks. Finally, I am the President of Economy Rent-A-Car, Inc. (hereinafter "Economy"), which is a Delaware corporation and the named Petitioner in the above-styled Cancellation proceeding. I have held each of those corporate positions since 2009. I



am personally familiar with the facts set forth in this Declaration and, if called upon to testify to such matters at trial, could and would be able to competently do so.

2. Proveedores is responsible for registering and maintaining the federal service mark registrations in the U.S. Patent and Trademark Office. It holds legal title to the registrations it obtains for the marks containing the word "Economy" within them.

3. Economy Leasing has primarily administrative functions within the "Economy organization" that relate to the receipt, accounting and distribution of funds received from licensed affiliates companies, as well as the payment of certain funds to suppliers.

4. Economy is the United States operating company for a closely-held family of companies that I formed to provide global vehicle rental and reservation services. As part of that corporate family, Economy is responsible for the sub-licensing throughout the United States of "affiliate" companies which actually provide the rental vehicles under the ECONOMY, ECONOMY RENT A CAR, and ECONOMY RENT-A-CAR service marks. Among its responsibilities, Economy not only locates new Affiliates for rental car operations, but also negotiates the Affiliate Agreements with third parties (including the licensing provisions therein) and supervises the compliance by licensees with the terms and restrictions in those agreements.

5. The Economy family's global vehicle reservation services are provided via the internet, through a website which is owned, operated and maintained by it (i.e., the

Petitioner). The rental vehicles are provided by Affiliate companies licensed to use the ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR marks and they pay Petitioner a fee for the reservations fulfilled via the rentals. They (the Affiliates) use signage provided by Petitioner and the latter routinely inspects the operations of the Affiliates to ensure they are using the licensed marks correctly.

6. As already noted, Economy is the primary operating company within the United States. In order to accomplish Petitioner's duties, Proveedores licensed Economy Leasing (the Nevada company) to not only use the family of "Economy" marks (which initially included *inter alia* the federally-registered ECONOMY and ECONOMY RENT A CAR marks), but more importantly with the right and ability to further sub-license those marks to Economy (the Delaware company). Copies of the License and Sub-License are attached hereto as **Exhibit 1** and **Exhibit 2**.

7. Initially, Economy's operations were focused on the Florida market. However, during the autumn of 2009, I made a decision to enter the Los Angeles area with my company's vehicle rental and reservation operation. Before doing so, I investigated whether my company could lawfully use the ECONOMY and ECONOMY RENT A CAR marks and the Petitioner's corporate name and trade name (Economy Rent-A-Car) in that area. I became aware of a company (UDBC, Inc.) that had a telephone listing on YellowPages.Com under the name "Economy Rent A Car" in Van Nuys, California. In order to confirm the operational existence of that company and when it began using the Economy name, I traveled to Van Nuys in mid-June of 2010 and determined not only

the existence of the rental car operation, but also that it had been continuously active at that location for a number of years using the service mark ECONOMY RENT-A-CAR. After determining who owned the Van Nuys rental car operation (i.e., UDBC, Inc.), I then made a decision to purchase the rights in its mark. That decision was dictated not only by my desire to secure the goodwill in the ECONOMY RENT-A-CAR mark (with and/or without hyphens) in Van Nuys, but also by the need to acquire sufficient trademark common law rights in the name and mark within the state of California to enable Petitioner to lawfully negotiate future Affiliate licensing agreements in the Los Angeles area.

8. Following negotiations and agreed upon terms for the sale, UDBC, Inc. executed written Assignments to Proveedores of UDBC's common law rights in the ECONOMY RENT-A-CAR mark, as well as that company's state registration for the mark. As part of the aforesaid negotiations, Proveedores had agreed to grant, through its existing licensee and sub-licensee, a royalty-free license back to UDBC to use the Economy family of marks (i.e., ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR). In order to fulfill the terms of that Agreement, Proveedores authorized the Nevada and Delaware licensees to use and license the newly-acquired mark. A written License was subsequently granted to UDBC by Petitioner Economy to enable UDBC to continue to use the ECONOMY RENT-A-CAR mark, as well as to use the registered ECONOMY and ECONOMY RENT-A-CAR marks, in the Van Nuys area where UDBC had long done business (see copy of License to UDBC from Petitioner is attached as **Exhibit 3**).

9. While a new written license/sublicense was not executed immediately upon acquiring the ECONOMY RENT-A-CAR mark, the license/sublicense was immediately authorized, made and approved by me (as President of both Proveedores and Economy Leasing) well prior to the date of the written License granted to UDBC, Inc. as shown in **Exhibit 3**. To clarify and further evidence that fact, a License *nunc pro tunc* and a Sub-License *nunc pro tunc* have since been executed by me and are attached hereto as **Exhibit 4** and **Exhibit 5**.

10. The Assignment from UDBC, Inc. enabled my company (Economy, the Petitioner in this case) to lawfully enter the California market and to begin negotiating and granting new licenses to use the marks ECONOMY, ECONOMY RENT-A-CAR, and ECONOMY RENT A CAR mark in that state (which it did beginning in April of 2012). The subsequent California Affiliate Agreements granted by the Petitioner involved the licensing not only of the registered ECONOMY and ECONOMY RENT A CAR marks in their stylized form, but also ECONOMY RENT-A-CAR in plain block lettering—which was enabled by the acquisition of the common law service mark rights from UDBC, Inc. An example of one such agreement concerning Petitioner's licensing of the ECONOMY RENT-A-CAR name and mark in plain block lettering is attached as **Exhibit 6**.

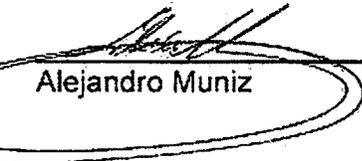
11. The Petitioner's licensed affiliates in California make their payments directly to Petitioner and that company routinely inspects their facilities for compliance with the licenses that have been granted to them. Not only does the Petitioner provide the signage for Affiliates, but it also pays for the internet advertising that drives potential

customers to those Affiliates. This is true not only for the California Affiliates (including UDBC, Inc.), but also for those located in other states, such as Florida, California, Pennsylvania, New York, Minnesota, Oklahoma, Alaska, Hawaii and Ohio.

\* \* \* \* \*

The undersigned being hereby warned that willful false statements and the like so much made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that he has executed this Declaration and that all statements made in that Declaration are believed to be true.

Dated: JUNE 2<sup>nd</sup> 2014

  
Alejandro Muniz

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

ECONOMY RENT-A-CAR, INC. )

Petitioner, )

v. )

EMMANOUIL KOKOLOGIANIS )  
AND SONS, SOCIETE )  
ANONYME OF TRADE, )  
HOTELS AND TOURISM S.A. )

Respondent. )

Cancellation No. 92055558

Registration No. 3256667

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **DECLARATION OF ALEJANDRO MUNIZ** was served this 6<sup>th</sup> day of June, 2014, upon Respondent's counsel of record, via email, fax transmission and first class mail, postage prepaid, as identified below:

John Moetteli  
Sharon Gobat  
Da Vinci Partners LLC  
Rathausgasse 1  
CH-9320 Arbon  
Switzerland  
Fax: +41 71 230 1001  
Email: moetteli@davincipartners.com  
Email: gobat@davincipartners.com

Date: June 6, 2014

/Melissa Alcantara/  
Melissa Alcantara, Esquire  
Counsel for Petitioner

**REDACTED**

**EXHIBIT 28**

**Trade Secret/Commercially Sensitive**

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

ECONOMY RENT-A-CAR, INC. )

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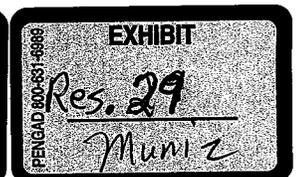
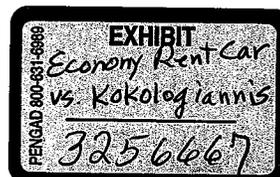
Respondent. )

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ALEJANDRO MUNIZ  
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO  
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

**EXHIBIT 3**



## TRADEMARK LICENSE AGREEMENT

This Agreement, made effective *nunc pro tunc* as of January 12, 2010, by and between Economy Rent-A-Car, Inc., a Delaware corporation, having its mailing address at 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter "LICENSOR") and UD8C, Inc., having a business address at 7254 Sepulveda Blvd., Van Nuys, California 91405 (hereinafter "LICENSEE").

### WITNESSETH

WHEREAS, LICENSOR, by virtue of its Sub-License Agreement with Economy Rent-A-Car Leasing, Inc., has the right to use, and authorize others to use, the following service marks in connection with the rental of vehicles services to others "ECONOMY", "ECONOMY RENT A CAR", and ECONOMY RENT-A-CAR (hereinafter collectively the "MARKS").

WHEREAS, LICENSEE is desirous of using, the MARKS in connection with its rental car business located in Van Nuys, California (hereinafter "LICENSED AREA").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

#### 1. GRANT OF TRADEMARK RIGHTS.

(a) LICENSOR hereby grants to LICENSEE, a non-exclusive and royalty free right and privilege to use the MARKS in the LICENSED AREA upon the terms and conditions set forth herein for the business of vehicle rental services (hereinafter the "Authorized Business").

(b) Nothing contained in this Agreement shall be construed as an assignment or grant to LICENSEE of any right, title, or interest in or to the MARKS, it being understood that all rights and goodwill relating thereto are reserved by LICENSOR, except for the license granted hereunder.

(c) LICENSEE acknowledges and affirms LICENSOR's rights and interest in and to the MARKS and agrees that it will not directly or indirectly attack or impair such rights or interests. LICENSEE further agrees not to file any applications for registration of the MARKS or any mark or term confusingly similar thereto.

## 2. TERM

The term of this License shall continue in force and effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall automatically renew from year-to-year for additional one year periods, unless one party gives the other party written notice six (6) months prior to the expiration of the Agreement of its intent not to renew the Agreement.

## 3. LICENSEE'S OBLIGATIONS

(a) LICENSEE agrees to use its best efforts to promote the MARKS in the Licensed Territory. LICENSEE further agrees that all promotional and advertising materials bearing the MARKS shall meet the standards and level of quality set by LICENSOR.

(b) LICENSEE shall comply with all laws and regulations and obtain all appropriate government approvals pertaining to the promotion and sale of the Authorized Business services covered by this Agreement.

(c) LICENSEE shall assume all responsibilities resulting in any claims arising from any lawsuits brought against LICENSEE and/or LICENSOR that relate to any errors, negligence or misconduct associated with LICENSEE'S actions (including products provided under its vehicle rental services) and LICENSEE agrees to defend, hold harmless and indemnify LICENSOR in connection with any such claims.

## 4. QUALITY CONTROL

(a) In the event LICENSEE wishes to add any new services, or change the nature or quality of an existing service, LICENSEE shall first advise LICENSOR of the description of such service or the revised quality standard for an existing service. Unless LICENSOR shall have advised LICENSEE in writing of its objections to such new service, or change to an existing service, within sixty (60) days of receipt, LICENSOR shall be deemed to have approved such new service or change to existing service. If, however, LICENSOR deems any such new service not to be in compliance with its applicable standards or instructions and timely so advises LICENSEE of that decision, then LICENSEE shall immediately cease (and/or require any sub-licensee to cease) such use of the MARKS in the prohibited manner.

**5. FORM OF USE**

(a) LICENSEE shall comply with such standards and instructions as LICENSOR may establish from time to time with respect to the style, appearance and manner of use of the MARKS.

(b) Upon LICENSOR's request, copies or reproductions of all materials displaying the MARKS (such as advertising, promotional materials, signs and the like) used by it and/or its sub-licensees shall be promptly provided to LICENSOR for review as to form, quality and content.

(c) In accordance with LICENSOR's instructions, LICENSEE shall cease or modify any use of the MARKS that LICENSOR deems not to be in compliance with LICENSOR's applicable standards or instructions.

**6. GOODWILL**

(a) LICENSEE recognizes the value of the goodwill associated with the MARKS and acknowledges that all of the rights therein, as well as the goodwill attached thereto, inure solely to the benefit of LICENSOR. LICENSEE shall at all times recognize the validity of the MARKS and LICENSOR's rights therein. LICENSEE shall not, during the term of this Agreement or thereafter, attack, impair or put in issue any rights of LICENSOR in and to the MARKS, or attack the validity of the service mark authorization granted herein.

(b) The parties understand and agree that one of LICENSOR's objectives in entering into this Agreement is the further protection and enhancement of the licensed MARKS. Accordingly, the parties agree that it would be the result of a mutual mistake of fact if any activity permitted or contemplated hereunder threatened to injure or diminish the image or reputation of LICENSOR or of the MARKS. LICENSEE covenants and agrees that, notwithstanding any other provision of this Agreement, it will never intentionally take or continue any action which it knows, or has reason to know, would result in or cause a boycott of any service rendered under the MARKS, or threaten to injure or tarnish the image or reputation of LICENSOR or the MARKS. In the event any action taken by LICENSEE results, or threatens to result, in injury to LICENSOR or the MARKS, LICENSEE agrees promptly to take steps necessary to avoid or stop the occurrence of such injury to LICENSOR or the MARKS after receiving written notice thereof from LICENSOR.

## 7. PROTECTION OF RIGHTS

(a) LICENSEE agrees to assist LICENSOR in protecting and defending any of LICENSOR's rights in the MARKS, in the recording of this Agreement or any other relevant agreements, in the filing and prosecution of any applications or renewals relating to the registration of the MARKS, and in the doing of any other acts with respect to the MARKS, including the prevention of the use thereof by any unauthorized persons that, in the sole judgment of LICENSOR, may be necessary or desirable under any law, regulation or decree of the United States or any other country that may subsequently be included within the Licensed Territory.

(b) LICENSEE shall notify LICENSOR promptly in writing of any infringements or imitations by others of the MARKS which come to LICENSEE's attention. LICENSEE agrees to take no action of any kind relating to such infringement or imitations unless previously authorized in writing by LICENSOR. LICENSOR shall have the sole and exclusive right to determine whether or not any action shall be taken on account of any such infringements or imitations. If LICENSOR so desires, it may prosecute any claims or suits in its own name or join LICENSEE as a party thereto, all at LICENSOR's expense.

## 8. TERMINATION

(a) In the event of any breach of any term of condition of this License by LICENSEE, LICENSOR may terminate this License immediately upon written notice to LICENSEE. LICENSOR shall not be liable to LICENSEE for loss of profits or damages of any kind whatsoever or for any kind of severance benefits or compensation on account of or arising directly or indirectly from termination of or refusal to renew this License in accordance with the terms hereof, or for any expenditures, investments or commitments made by LICENSEE, and all rights and claims of that nature as may otherwise exist are hereby unconditionally and irrevocably waived by LICENSEE.

(b) Upon termination of this Agreement, LICENSEE agrees to immediately discontinue any use of the MARKS and to likewise require any sub-licensees to immediately discontinue further use of the MARKS, including any terms confusingly similar thereto and delete the same from their corporate or business name.

**9. CONTROLLING LAW**

(a) The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of Delaware.

(b) This Agreement shall be deemed to have been jointly drafted by all parties hereto and shall be construed in accordance with its fair meaning, and not strictly against any party.

**10. NO IMPLIED WARRANTIES**

Neither of the parties makes any warranty or representation to the other except as specifically set forth herein.

**11. FURTHER DOCUMENTS**

Each party shall, upon request, make, execute and deliver such documents as may be reasonably necessary or take such action as may be reasonably requested to fully implement and carry out the purposes of this Agreement.

**8. BINDING EFFECT**

In the event of acquisition or merger, all covenants, agreements, representations, warranties and indemnifications in this Agreement by and on behalf of either of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns.

**1. ASSIGNMENT**

This Agreement may not be assigned, transferred or sold, by LICENSEE without the prior written permission of LICENSOR.

**4. NO FRANCHISE/JOINT VENTURE**

Nothing contained herein shall be construed to place the parties in the relationship of franchisor/franchisee, partners or joint venturers, it being agreed and understood as well that each party is an independent

contractor and is not an agent or employee of the other party.

**15. FORCE MAJEURE**

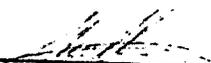
Neither party shall be liable for any loss or damage caused by failure or delay in the performance or fulfillment of any terms, obligations provisions or conditions of this Agreement if such failure or delay arises either wholly or in part from any cause reasonably beyond the control of such party.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the authorized use of the MARKS, and supersedes all prior negotiations, understandings and agreements, if any, between the parties. This Agreement may only be amended or modified by written instrument signed by the parties.

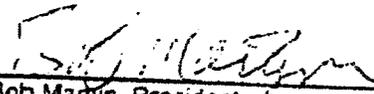
IN WITNESS WHEREOF, the parties hereto have executed this Sub-License Agreement on the dates indicated below.

**ECONOMY RENT-A-CAR, INC.**

By:   
Alejandro L. Muniz, President

Date: 2/16/13

**UDBC, INC.**

By:   
Bob Martyn, President

Date 2-25-13

P-000171

**AGREEMENT FOR USE OF SERVICE MARK  
RE: ECONOMY RENT-A-CAR**

This Agreement ("Agreement") is made as of August 14, 2010, by and between UDBC, Inc., a California corporation with a place of business at 7254 Sepulveda Blvd., Van Nuys, CA 91405 (hereinafter, "Licensor") and BLT Consulting, LLC, a Limited Liability Company with a place of business at 5829 E. 58<sup>th</sup> Street, Tulsa, Oklahoma. 74153 (hereinafter, "Licensee").

WHEREAS, Licensor is the owner of the name and service mark ECONOMY RENT-A-CAR (hereinafter, "the Mark") and has the full and complete right to use that name and service mark in the State of California.

WHEREAS, Licensor desires to license and Licensee desires to purchase a license for the use of the Mark in the State of California.

WHEREAS, Licensor desires to license to Licensee its rights to the Mark, non-exclusively, on the following terms and conditions.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which Licensor hereby acknowledges the parties agree as follows:

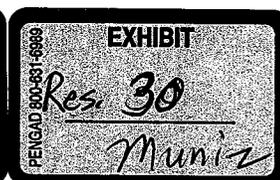
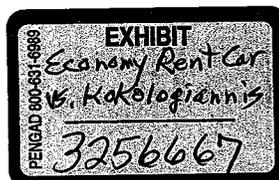
(i) **LICENSE.** Licensor licenses to Licensee a non-exclusive, transferable right and license to use the Mark in the State of California in connection with vehicle rental and reservation services, subject only to the geographic restriction set forth in the following Section below.

(ii) **OBLIGATIONS OF LICENSEE.**

A. Licensee accepts the License to it by Licensor. Licensee covenants that it will pay to Licensor the sum of \$1,000.00 per year, payable every twelve months beginning on August 15, 2010 for 5 years for the use of the service mark. Licensor covenants that it will use the service mark in the State of California except that it will not use the service mark in the Van Nuys area of the City of Los Angeles. Licensee agrees that Licensor may continue to use the service mark in the Van Nuys area of the City of Los Angeles, exclusively.

BM

*[Handwritten signature]*



P-000051

B. Licensee shall have the right to renew this license for an additional 5-year period on the same terms and conditions upon giving notice to Licensor not less than 60 days prior to the expiration of five years from the date first above written.

C. At any time during the term of this license or any renewal period that is duly exercised, Licensee or its transferee shall have the right to purchase the service mark from Licensor for the total sum of \$15,000.00.

D. The parties agree that in the event that Licensee transfers or sub-licenses its rights under this Agreement to any other entity, then and in that event, both the Licensor and that transferee or sub-licensee shall be fully bound by the terms of this Agreement.

(iii) **REPRESENTATIONS AND WARRANTIES.** Licensor represents and warrants to Licensee that:

A. Licensor has the power and authority to enter into and carry out this Agreement;

B. Licensor has not previously assigned any of its rights under the service mark and will defend and indemnify Licensee against any adverse claims to the service mark;

C. Licensor has continuously used the Mark in California since at least as early as December 23, 1993 and has never abandoned same.

(iv) **INDEMNIFICATION.**

A. Licensor shall indemnify, defend, and hold Licensee harmless from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from or in connection with any adverse trademark claims arising from the use of the Mark by Licensee.

B. Licensee shall indemnify, defend, and hold Licensor harmless from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from the Licensee's rental car operations.

BM



(v) MISCELLANEOUS.

A. This document is a complete and exclusive statement of all of the terms of the Agreement between Licensor and Licensee and all the representations of the parties. This Agreement shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

B. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

D. The validity and construction of this Agreement shall be governed by the laws of the State of California.

E. All paragraph numbers and headings are inserted for convenience only.

F. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto effective the day and year first above-written.

UDBC, Inc.

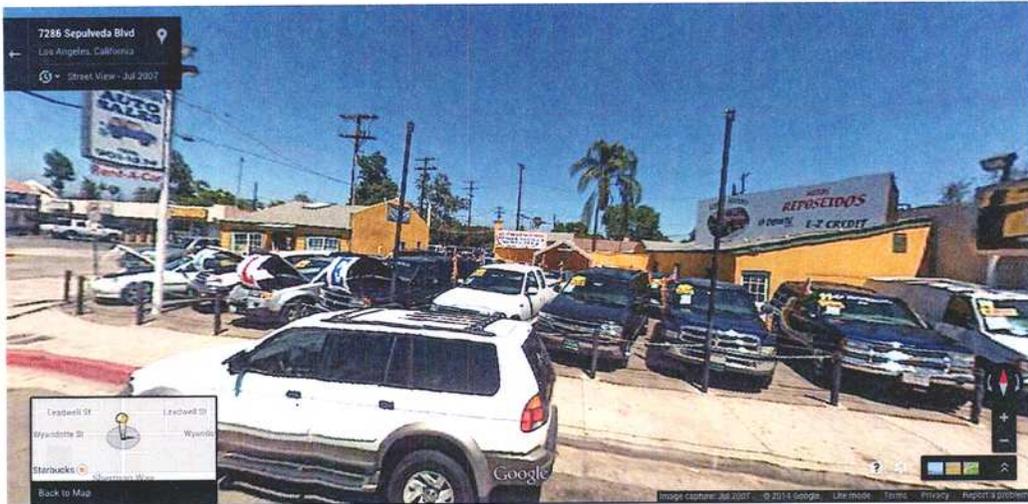
By: Bob Martyn  
Bob Martyn,  
President

BLT Consulting, LLC

By: Bob Thunell  
Bob Thunell

TC 19171-23 118600

7256 Sepulveda Blvd, Van Nuys, CA  
Google street view - July 2007



<p>PENGAD 800-631-6989</p> <p><b>EXHIBIT</b></p> <p>Economy Rent car vs. Kokologiannis</p> <p>3256667</p>	<p>PENGAD 800-631-6989</p> <p><b>EXHIBIT</b></p> <p>Res. 31</p> <p>Maniz</p>
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7256 Sepulveda Blvd, Van Nuys, CA  
Google street view – July 2011



7256 Sepulveda Blvd, Van Nuys, CA  
Google street view – July 2011  
Distance view



PENGAD 800-831-6989  
EXHIBIT  
Economy RentCar  
vs Kokologiannis  
3256667

PENGAD 800-831-6989  
EXHIBIT  
Res. 32  
Muniz



7311 Sepulveda Blvd

Los Angeles, California

Street View - Jul 2011



Back to Map

Google

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7311 Sepulveda Blvd  
Los Angeles, California

Street View - Jul 2011

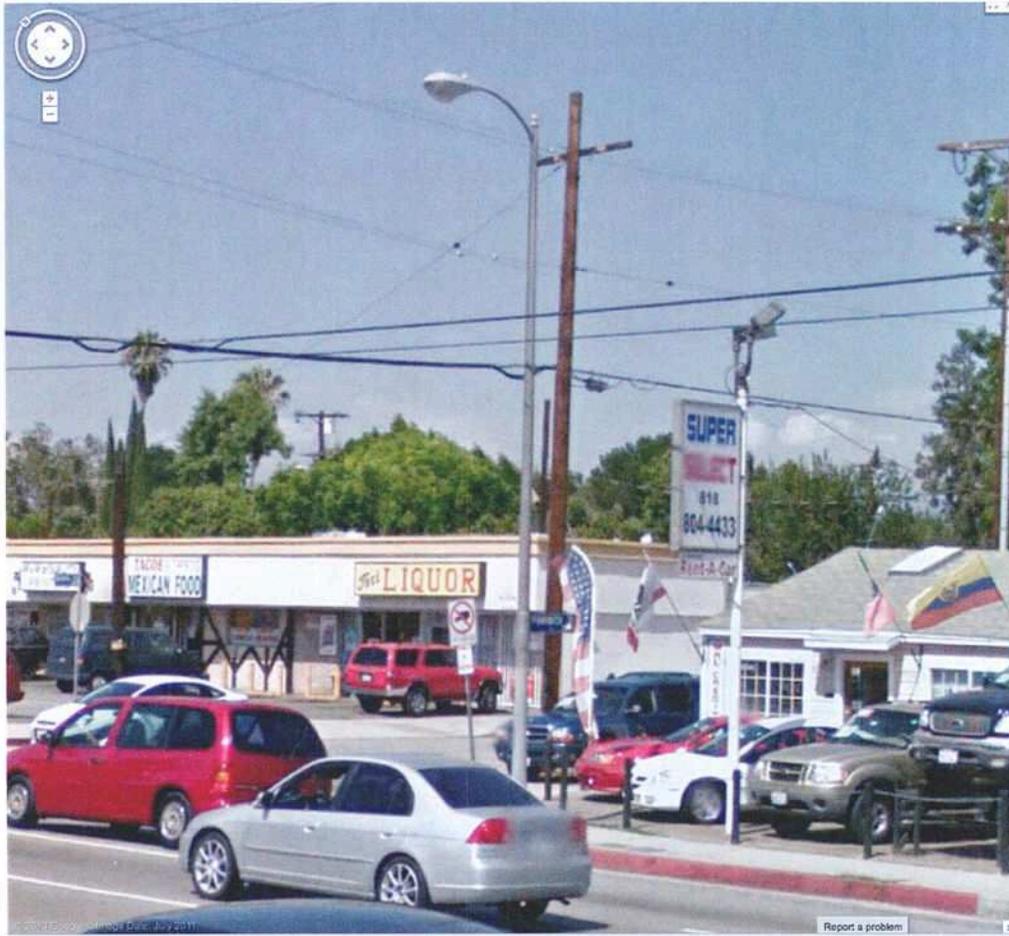


Back to Map

Google



7256 Sepulveda Blvd, Van Nuys, CA  
Google street view – July 2011  
Closeup view



7256 Sepulveda Blvd, Van Nuys, CA  
Google street view – May 2014  
Looking south from corner of Sepulveda and Wyandotte



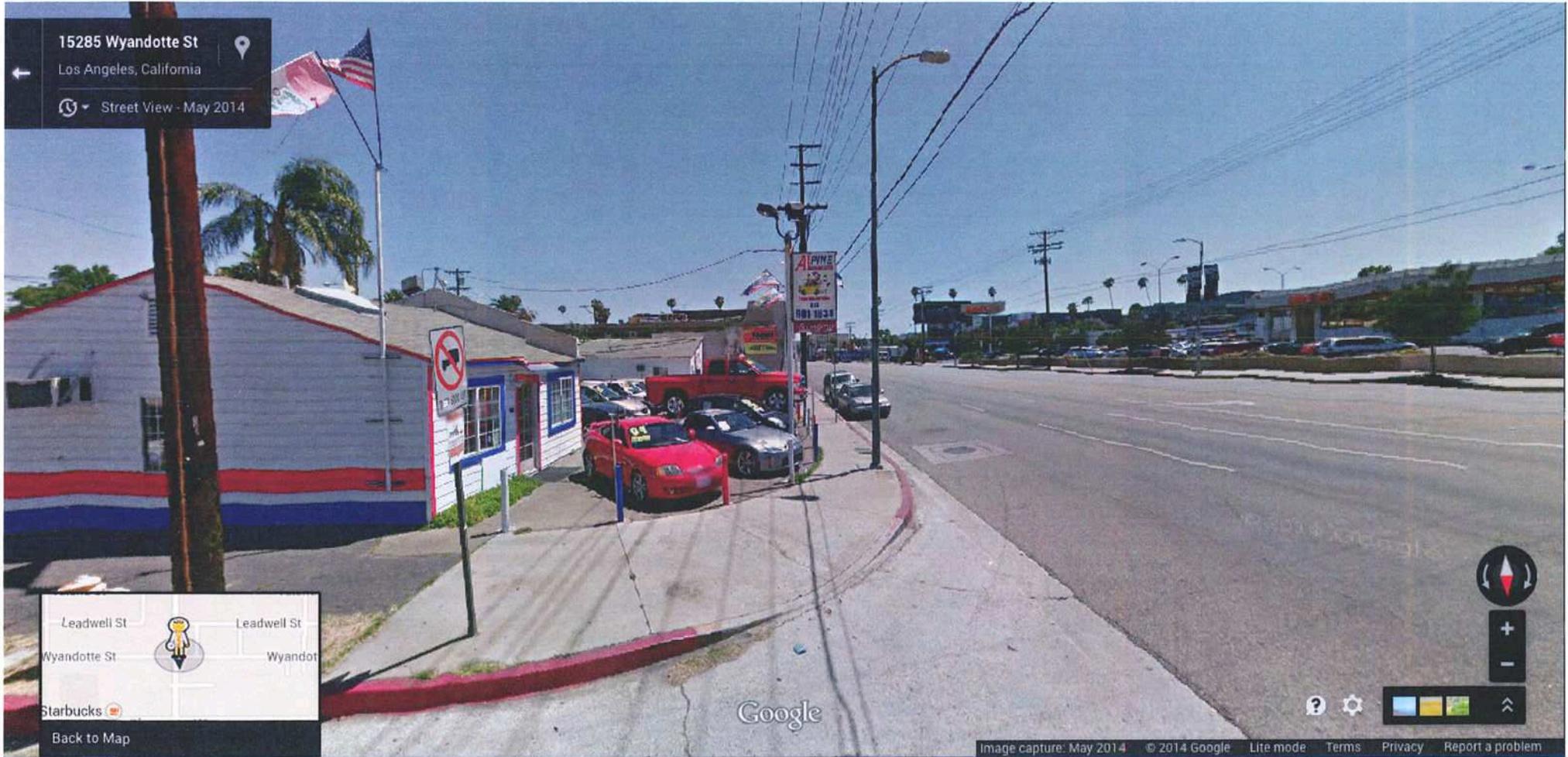
PENGAD 800-631-6989  
EXHIBIT  
Economy Rent Car  
vs. Kokologiannis  
325 6667

PENGAD 800-631-6989  
EXHIBIT  
33 Resp  
Muniz

15285 Wyandotte St

Los Angeles, California

Street View - May 2014



Back to Map

Google

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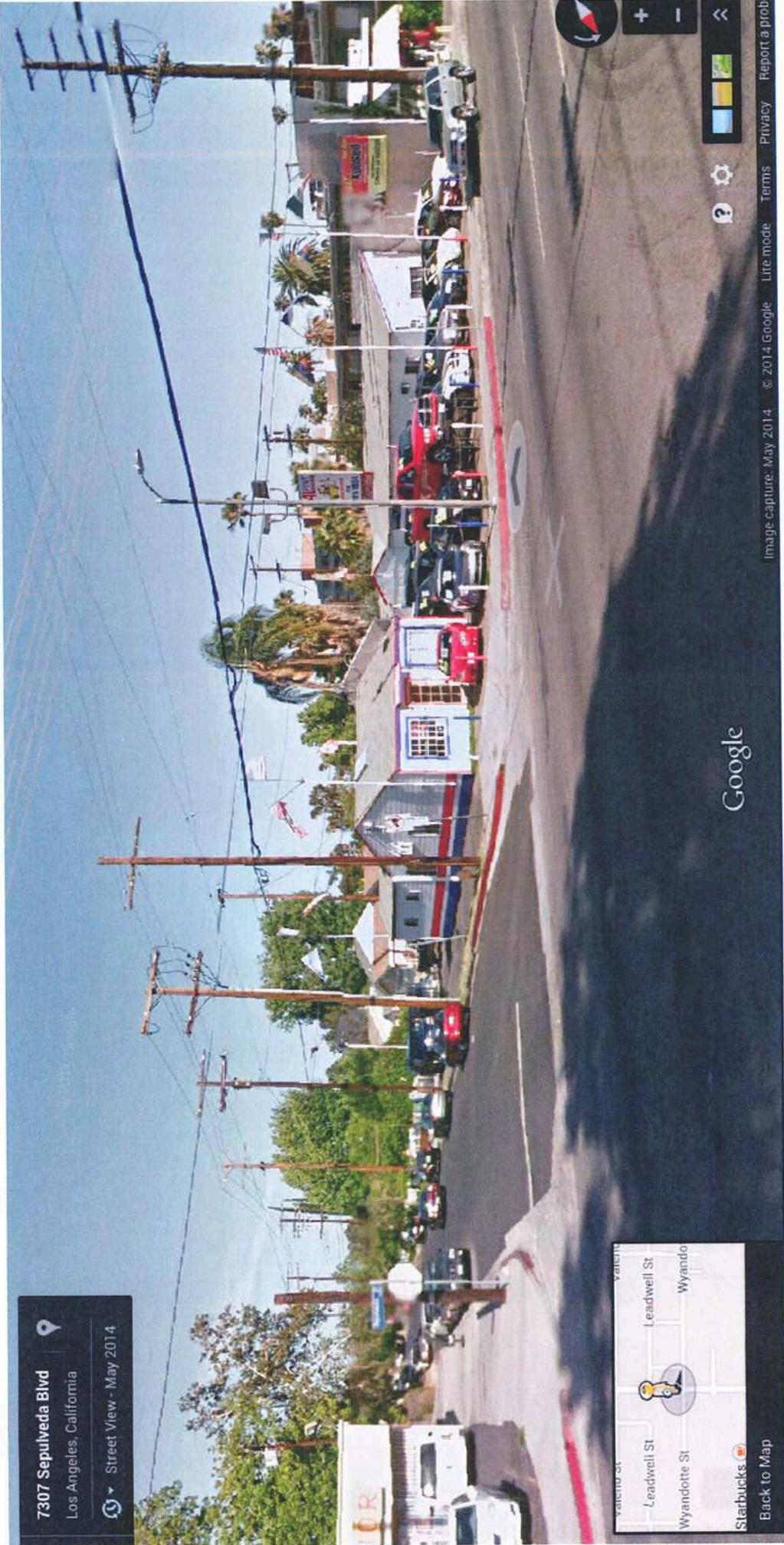
7256 Sepulveda Blvd, Van Nuys, CA  
Google street view – May 2014

Distance view



closer view





7307 Sepulveda Blvd  
Los Angeles, California  
Street View - May 2014

Map inset showing the current location on a street grid. The map includes labels for 'Leadwell St', 'Wyandotte St', and 'Starbucks'. A yellow Pegman icon is positioned on the map. Below the map, there is a 'Back to Map' button.

Google

Image capture: May 2014 © 2014 Google Lite mode Terms Privacy Report a prob

Navigation controls including a compass, zoom in (+) and zoom out (-) buttons, and a back arrow.

Settings and help icons, including a gear icon and a question mark icon.



7307 Sepulveda Blvd  
Los Angeles, California  
Street View - May 2014

Starbucks  
Back to Map

Google

Image capture: May 2014 © 2014 Google Life mode Terms Privacy Report a problem

# Economy Car Rentals

From Wikipedia, the free encyclopedia

**This is an old revision of this page, as edited by 121.220.128.84 (talk) at 12:15, 7 September 2011. It may differ significantly from the current revision (//en.wikipedia.org/wiki/Economy\_Car\_Rentals).**

(diff) ← Previous revision | Latest revision (diff) | Newer revision → (diff)

**Economy Car Rentals** EconomyCarRentals is a car rental broker based in Greece and has one branch in Sweden. The headoffice, on Crete, employs in the customerservice and callcenter 50 employees, who handle bookings and requests all over the world. International car rental companies such as Sixt, AVIS, Budget, and other, are some of the car rental partners they cooperate.

Economy Car Rentals	
<b>Industry</b>	Car rental
<b>Founded</b>	Heraklion (1992)
<b>Headquarters</b>	Heraklion Crete / Greece
<b>Website</b>	www.economycarrentals.com (http://www.economycarrentals.com/)

## History

Economy Car Rentals was founded on 1992 by Emm Kokologiannis and Sons SA. In the beginning of its operation, the company offered services to several countries like Spain, Italy, Greece, Cyprus, United Kingdom, Germany, Portugal, France. Today it has been expanded to all Europe, Africa, United Kingdom, United States and Canada, Australia and New Zealand, Russia, Thailand and United Arab Emirates. From the beginning of its establishment until now, EconomyCarRentals offers services world wide, with a network of more than 80.000 resellers and 4.000 cooperators all over the world. Economy Car Rentals has a dubious reputation and customers can be easily overcharged by the local rental partners they use. As they are based in Crete it is nearly impossible for disgruntled customers to have their complaints heard or legally challenge the company

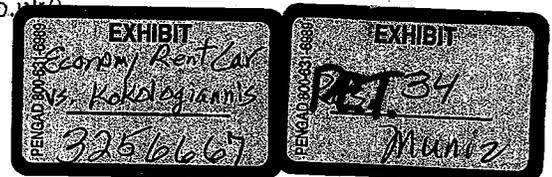
## References

<sup>[1]</sup>Youtube channel (<http://www.youtube.com/user/EconomyCarRentals>) <sup>[2]</sup>ECR-Hotels.com (<http://www.ecr-hotels.com>)

- ^ <http://www.youtube.com/user/EconomyCarRentals>
- ^ <http://www.ecr-hotels.com>

## External links

- Economy Car Rentals.com (<http://www.economycarrentals.com/>)
- Economy Car Rentals.co.uk (<http://www.economycarrentals.co.uk/>)
- Economy Car Rentals.de (<http://www.economycarrentals.de/>)
- Economy Car Rentals.fr (<http://www.economycarrentals.fr/>)
- Economy Car Rentals.se (<http://www.economycarrentals.se/>)



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Categories: Car rental companies

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