

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

Cancellation No. 92042251

Opposition No. 91121980

75749162

ESTEFAN ENTERPRISES, INC.,
a Florida corporation,

Petitioner/Opposer,

vs.

BONGO, S.A. de C.V.,

Registrant/Applicant.

**PETITIONER ESTEFAN ENTERPRISES, INC.'S SUPPLEMENT TO
MOTION FOR SUMMARY JUDGMENT**

Petitioner/Opposer, Estefan Enterprises, Inc. ("EEI"), hereby supplements its motion for summary judgment filed on July 28, 2005 as follows:

EEI seeks to supplement its motion of summary judgment based on new evidence discovered at the deposition of the corporate representative of Bongo, S.A. de C.V., Isaac Halabe taken on September 2, 2005 in Cancun, Mexico. The deposition did not take place until September 2, 2005 (over a month after EEI filed its motion for summary judgment) because Bongo, S.A. de C.V. repeatedly delayed in providing EEI with deposition dates, waiting to do so until the end of the discovery cut-off in this matter.

1. **Registrant is Not Using its Mark in Conformity With its Registration**

An additional basis for cancellation of Registrant's COCO BONGO mark is that Registrant has admitted it is not using the mark COCO BONGO for each service listed in its registration. Specifically, Registrant's U.S. COCO BONGO registration is based on its Mexican registration, which is described as in use for the following services: restaurant,



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self-service restaurant, cafeteria, canteen, night club, and snack-bar services. In its U.S. application based on its Mexican registration, Registrant falsely declared under oath that it was in fact using the mark in connection with all of the services listed in the Mexico registration. However, Registrant admitted in its deposition that Registrant has never offered restaurant, self-service restaurant or cafeteria services under the COCO BONGO mark in Mexico. See Excerpt of Deposition Transcript, pp. 105-08 attached hereto as Exhibit A. Moreover, Registrant has admitted that it does not regularly offer snack bar services under the COCO BONGO mark. See Excerpt of Deposition Transcript, pp. 106-08.

A mark may be subject to cancellation where the registrant makes a false statement that it is using the mark for multiple goods or services in a class and is only using the mark for some of the goods or services identified in its registration. *Medinol Ltd. v. Neuro Vasx, Inc.*, 67 U.S.P.Q.2d 1205, 1208 (P.T.O. T.T.A.B. 2003) (granting summary judgment in favor petitioner based upon respondent's fraud on PTO in procurement of registration because registrant knew or should have known at the time it submitted its statement of use that the mark was not in use on all of the goods); *J.E.M. Int'l, Inc. v. Happy Rompers Creation Corp.*, Cancellation No. 92043073 (TTAB 2005) (canceling registration where the trademark owner declared under oath that it was using the mark for all of the goods identified in its registration when, in fact, it was only using the mark for some of the goods identified in its registration); *General Car & Truck Leasing Sys., Inc. v. General Rent-A-Car Inc.*, 17 U.S.P.Q.2d 1398, 1401 (S.D. Fla. 1990) (granting partial summary judgment for fraud on the PTO in favor of defendant and canceling an incontestable registration in its entirety for the mark GENERAL in its

entirety for failing to use the mark in two of the eight of the enumerated classes of services); *See Jimlar Corp. v. Montrexpport S.P.A.*, 2004 WL 1294397 (TTAB 2004) (filing of declaration of continued use under Section 8 to be fraudulent, which stated that mark was used on athletic footwear and slippers when it was not); *Hawaiian Moon, Inc. v. Doo*, 2004 WL 1090666 (TTAB 2004) (applicant committed fraud in procuring registration by filing a false statement of use where it did not use the mark on shorts, skirts, dresses, caps, swimwear, and sweatshirts); *Orion Electric Co., Ltd. v. Orion Electric Co.*, 2004 WL 624762 (TTAB 2004) (declaring application void *ab initio* where applicant claimed use in application on “moniputers” and did not remove “moniputers” when it deleted other items); *Tequila Cazadores, S.A. de C.V. v. Tequila Centinela, S.A. de C.V.*, 2004 TTAB LEXIS 109 (TTAB 2004) (fraud in use based application submitted for myriad of alcoholic beverages where mark was only used on tequila).

2. **Registrant Has Deliberately Not Yet Entered the U.S. Market**

Moreover, despite the declaration made under oath in Registrant’s application that it had a “bona fide intention to use [the COCO BONGO mark] in commerce on or in connection with the above-identified services,” Registrant admitted that it has not yet done so:

Q: Are you aware of that mark, COCO BONGO HOUSE OF ROCK AND POP, being used by your company in connection with a discotheque in the United States?

A: Yes, we use it.

Q: Do you have a discotheque in the United States?

A: No.

Q: Okay.

A: You said, "In connection"

Q: Right.

A: I use it in connection with our discotheque.

Q: Okay. You use it in connection with your discotheque that is located here in Cancun, is that right?

A: Right.

Q: Do you use it in connection with a discotheque located anywhere other than the one in Cancun?

A: We use it in connection of our future plans that we have in the United States.

Q: Okay. What do you mean by that? I am not sure I understand what that means.

A: We have plans to get locations in the United States.

* * *

A: When I started three years ago, most of the expansion plans were already on and they were already working. The company was already working in the expansion to the United States in that location.

Q: Okay. So, the plans to open in the United States actually began before you started the company, correct?

A: Correct.

Q: And do you have any idea how long before you started with the company those plans began?

A: Yeah. I guess they have -- I went from -- I mean, since -- What I heard, what I heard in talkings, in meetings that we had, I heard that things, since we opened in Cancun since COCO BONGO, we have -- As a night club, we opened in Cancun. The people that were managing the club started looking to the United States to making research and trying to open locations.

Q: So, the plans as far as you know started at or around the same time that you opened actually in Cancun?

A: Yes.

Q: And when did you open in Cancun?

A: In 1997.

Q: All right. Now, if the plans had been going on for that long a period of time, is there any reason or reasons why you haven't opened yet in the United States?

A: I don't know. I can tell you from the last three years, we did not open yet because it's not the right time for us to do so.

Q: Okay. So, I mean it's more of a marketing driven decision in terms of, you know, when you feel that you are going to be able to maximize the market?

A: Right.


Deposition of Isaac Halabe, pp. 43-44, 48-50, attached hereto As Exhibit A.

3. **Additional Evidence of Significance of "BONGO" to Overall Mark**

Furthermore, EEI has procured additional evidence at Registrant's Cancun nightclub which supports EEI's argument that the word "BONGO" is the dominant portion of both marks, thereby causing consumers to view Registrant's mark as indicating an association or connection with EEI's mark. See Exhibit B hereto.

For all the foregoing reasons and for the reasons contained in EEI's Motion for Summary Judgment, EEI respectfully requests that the Board enter summary judgment in favor of EEI.

Respectfully submitted,
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By: 
Karen L. Stetson
Florida Bar No. 742937
Meredith A. Frank
Florida Bar No. 502235

CERTIFICATE OF MAILING

I HEREBY CERTIFY that the document named below is being deposited with the United States Postal Service, with sufficient pre-paid postage, in an envelope addressed to: Assistant Commissioner for Trademarks, Box TTAB-NO FEE, P.O. Box 1451, Alexandria, VA 22313-1451 and Michael Santucci, Esq., 500 West Cypress Creek Road, Suite 500, Fort Lauderdale, Florida 33309 on this 27th day of September, 2005.

Name of Document: Petitioner Estefan Enterprises, Inc.'s Supplement to Motion for Summary Judgment.

Meredith Frank
(Type or print name of person mailing paper)

Meredith Frank
(Signature of person mailing paper)

EXHIBIT A

1 A I don't know. I mean, from 2003 to now, we
 2 don't have a restaurant. We don't own a restaurant, but
 3 I don't know before that.
 4 Q You don't know if it's before, what date;
 5 2002?
 6 A Before 2003.
 7 Q Before 2003?
 8 A Yeah. I started in this company in 2002 in
 9 sales.
 10 Q Well, are there any businesses that you are
 11 aware of other than the COCO BONGO location in Mexico and
 12 the COCO BONGO location in Cancun, are you aware of any
 13 other businesses that have used the COCO BONGO name by
 14 Mr. Noble?
 15 A That I know?
 16 Q Yes.
 17 A No, I don't know.
 18 Q Well, wouldn't you know that? Wouldn't you
 19 know the answer to that?
 20 A No. I, I don't know, of course not, I would
 21 not know the answer. I mean, Mr. Noble is not my
 22 partner, he is my boss. I don't ask him questions and I
 23 receive whatever he wants to tell me. I don't ask him.
 24 Q I understand. It's just that given that
 25 you are the General Director --

1 THE WITNESS: No, before my time, I don't
 2 know.
 3 MS. STETSON: "Before my time, I don't
 4 know."
 5 MR. SANTUCCI: I'll find out, and we have
 6 to stipulate if that's --
 7 MS. STETSON: Okay.
 8 BY MS. STETSON:
 9 Q Now, the two locations that you are aware
 10 of, the Mexico City, which you say is no longer in
 11 operation, and Cancun, you've already talked about
 12 Cancun; that Cancun does not serve food, correct?
 13 A Not on a regular basis.
 14 Q Okay. You said that if there is a special
 15 event, somebody like brings it in or it's a catered
 16 thing, or whatever?
 17 A Yeah, and as I told you, at a New Year's
 18 party and what we did at an Independence Mexican party.
 19 Q Right, right.
 20 A But, I mean --
 21 Q Right.
 22 A We don't do it, but if we need to do it for
 23 any reason, yeah, we will do it.
 24 Q Now, the Mexico City location, you have
 25 been to that location?

1 A Right.
 2 Q -- it just would seem odd that you weren't
 3 aware that there had been another location or there had
 4 been a restaurant or --
 5 A Not really.
 6 MR. SANTUCCI: Objection for form.
 7 Objection to asked and answered.
 8 BY MS. STETSON:
 9 Q Why is that?
 10 MS. STETSON: Well, actually, I asked him
 11 this question initially and I got a certain answer.
 12 Then you did the follow-up, you got a different
 13 answer. And then I did a follow-up and I get a
 14 different answer. So, you know, it's just a little
 15 bit frustrating because if there are any other
 16 businesses, I'd like to know about it.
 17 MR. SANTUCCI: You know --
 18 MS. STETSON: It's a pretty straightforward
 19 question.
 20 MR. SANTUCCI: I understand his answer to
 21 mean that he knows of no restaurant that was ever
 22 opened by the name of COCO BONGO. That's what I
 23 think he is saying.
 24 MS. STETSON: He's also saying he doesn't
 25 know. He says he doesn't know before his time.

1 A No, I've never been.
 2 Q So, you don't know whether they serve food
 3 there?
 4 A No.
 5 Q You don't know one way or the other?
 6 A No.
 7 Q Okay.
 8 A I can find out, but I don't know.
 9 Q It would have been nice to find out, but in
 10 any event, the Cancun location which you are familiar
 11 with, it's not a self-service restaurant, correct?
 12 A It's what?
 13 Q A self-service restaurant?
 14 A No, it's not.
 15 Q Is it a cafeteria?
 16 A No.
 17 Q Is it a canteen?
 18 A It could be.
 19 Q What is a canteen?
 20 A Canteen means -- Well, the interpreter can
 21 tell you. What's a canteen?
 22 Q I really would like to know.
 23 A A cantina, no? Yeah, a cantina is a
 24 cantina. A cantina is like another way to say, "bar".
 25 Q Oh, okay.

1 A It's a place where you go and sit down and
2 have drinks and have a good time.
3 Q Okay.
4 A That's a cantina.
5 Q All right. And then what about snack bar
6 services; are there snack bar services at COCO BONGO in
7 Cancun?
8 A As I said, not on a regular basis, but
9 sometimes, yeah, we do snacks.
10 Q As a special event?
11 A No, no, no.
12 Q If I were to go tonight, would I be able to
13 get snacks?
14 A Not tonight, but if you would come Thursday
15 afternoon, we have a party on Thursdays, yeah, we give
16 snacks. We give popcorn or nachos or, yeah. When it's
17 the Superbowl day, that Sunday, we give some sort of
18 food.
19 Q Is there a snack bar? You know what a
20 snack bar is, right?
21 A Yeah, I know what a snack bar is.
22 Q Okay. Is there a snack bar in the COCO
23 BONGO, Cancun; you go up and buy snacks?
24 A Not every night, but on some nights or some
25 events, yes.

1 Q Okay.
2 A One of our bars that we have we put it just
3 with food.
4 Q You'll put out something but people aren't
5 paying for it as part of the event?
6 A No, no, no, sometimes they pay. It depends
7 on how --
8 Q They pay for the snack?
9 A We have a bunch of different types to come
10 into the club. You just come by your admission then you
11 pay for everything you want inside.
12 Q It's one price?
13 A No, we have a different types of
14 admissions.
15 Q Right.
16 A You can buy just your admission without
17 including nothing.
18 Q Right.
19 A You can buy an open ticket that includes
20 everything. You can go in sometimes for free and also
21 you buy everything inside.
22 Q Okay.
23 A So, if you bought the full ticket, yeah,
24 you will be entitled to get everything for free, but if
25 you receive that free pass, or you just bought your

1 admission, you will need to pay for whatever you want and
2 for whatever you want to drink or eat.
3 Q Right.
4 A If we are selling --
5 Q What kind of snacks would you might be
6 providing at these special events?
7 A No, we provide or we provide tacos, like
8 Mexican tacos, beef and chicken. We provided, we
9 provided like Tex-Mex food, like nachos and we provide
10 just like snacks like popcorn --
11 Q Right.
12 A -- or stuff like that.
13 Q And how many times a year would you have
14 something other than just like popcorn?
15 A It's not -- It's not --
16 Q It's not a set thing?
17 A It's not -- Just everything will just
18 depend on -- If it's the World Cup, we will do an event
19 like that --
20 Q Right.
21 A -- maybe everyday of that.
22 Q Right.
23 A If it's a main event, maybe we will do it.
24 If we are hired to do so, we will do it, but it's not
25 set; these exact dates we serve food, these ones, we

1 don't.
2 Q Right. You have no menu that people can
3 buy on a regular basis?
4 A On a regular basis?
5 Q Right.
6 A No.
7 Q Right.
8 MS. STETSON: All right. That's all I
9 have.
10 MR. SANTUCCI: If someone is ordering this
11 we'd like to read, but again, we preserve our
12 objection to the use of it.
13 MS. STETSON: Are you objecting or are you
14 just reserving? You are reserving your right to
15 object? Now that I think about it I would like to
16 know that. Are you reserving your right to that?
17 MR. SANTUCCI: I don't want to be wrong, so
18 why don't I just object and take the chance.
19 So, I do object. You haven't tried to use
20 it yet, so I think my objection will be premature,
21 but I think you know that.
22 MS. STETSON: All right. What are we going
23 to do with the exhibits? Can we make copies here
24 before we leave?
25 THE WITNESS: Yeah, sure.

1 least -- We use between fifteen and twenty different
2 suppliers.

3 Q For advertisement materials?

4 MS. STETSON: Okay. And have you produced
5 records with regard to the production of advertising
6 materials; do you know, Michael? And I know that
7 was asked already.

8 MR. SANTUCCI: I will talk outside. You
9 don't want me to talk in front of him.

10 I think that is the second time I think I
11 heard you say that. I am wondering whether you got
12 what I think we produced, because there is a wealth
13 of material where the COCO BONGO HOUSE OF ROCK AND
14 POP is used. I'm looking at one right here.

15 MS. STETSON: No, we definitely have seen
16 that, but it seems that whenever we have done our
17 own investigation to see how they are currently
18 being used, we don't see that.

19 MR. SANTUCCI: Okay.

20 MS. STETSON: So, that's why I am trying to
21 find out about current use and how we can verify
22 current use. Everything I see is SHOW AND DISCO, or
23 just COCO BONGO by itself. So, my question was:
24 Have you produced records showing advertising
25 production? I know there has been some samples.

1 HOUSE OF ROCK AND POP, being used by your company in
2 connection with a discotheque in the United States?

3 A Yes, we use it.

4 Q Do you have a discotheque in the United
5 States?

6 A No.

7 Q Okay.

8 A You said, "In connection".

9 Q Right.

10 A I use it in connection with our
11 discotheque.

12 Q Okay. You use it in connection with your
13 discotheque that is located here in Cancun, is that
14 right?

15 A Right.

16 Q Do you use it in connection with a
17 discotheque located anywhere other than the one in
18 Cancun?

19 A We use it in connection of our future plans
20 that we have in the United States.

21 Q Okay. What do you mean by that? I am not
22 sure I understand what that means.

23 A We have plans to get locations in the
24 United States.

25 Q Do you have any idea what kind of a time

1 MR. SANTUCCI: In discovery, you mean?

2 MS. STETSON: Right.

3 MR. SANTUCCI: What do you mean by
4 "Production", like the markups?

5 MS. STETSON: Like that, exactly, that kind
6 of thing. I haven't seen it, but we can talk about
7 it later on. Obviously we can't deal with it right
8 now.

9 MR. SANTUCCI: I can try to find some in
10 there and maybe I can answer you later.

11 BY MS. STETSON:

12 Q Now, looking at Exhibit E-3 which Michael
13 has looked through. I will look through it before I give
14 it to him. This is a similar document as E-2, but it
15 relates to the COCO BONGO HOUSE OF ROCK AND POP
16 application, and again, focusing on the goods and
17 services which is discotheque -- Just for the record, can
18 I just read the serial number of the application. It's
19 application serial number 75767732.

20 BY MS. STETSON:

21 Q All right. I am looking at what has been
22 marked as Exhibit E-2 with a description of services as
23 discotheque.

24 A Okay.

25 Q Are you aware of that mark, COCO BONGO

1 frame that is?

2 A Yeah.

3 Q And what have you done to further those
4 plans?

5 A We are in negotiations. I am not going
6 to -- I mean, those are my - our future plans and
7 those -- I am not going to talk about what we are going
8 to do.

9 Q Okay. And can you tell me in general terms
10 about, not necessarily identifying who you are in
11 negotiations with; can you tell me what plans, you know,
12 what steps you have taken towards implementing this plan
13 to open something in the United States?

14 A I don't think --

15 MS. STETSON: Okay. Here is the issue,
16 Michael.

17 MR. SANTUCCI: I will give you your answer
18 to the question.

19 Ask him if he has taken steps to establish
20 a location in the United States. He can answer that
21 question, but I don't think he is going to give you
22 what the steps are.

23 MS. STETSON: Right. He's already said
24 that, and I want to know the steps. So, the issue
25 is that, if you are going to be trying to defend the

1 Motion for Summary Judgment, there is a portion of
2 the Summary Judgment based on lack of use by any
3 plans, then I am entitled to the answer to that, and
4 to know the details of those plans.

5 If you are not planning on defending on
6 that basis, then I don't have a problem with that.
7 It's really -- So, it's really, you know --

8 MR. SANTUCCI: I don't think we need to. I
9 think the use alone in connection with the Cancun
10 club alone is --

11 MS. STETSON: If that's your game plan, I
12 am just saying that. If not, I am entitled to the
13 question. So, I would say that by him not answering
14 it, you are basically --

15 MR. SANTUCCI: You are going to get a good
16 general answer, but you are not going to get
17 specifics.

18 MS. STETSON: Okay.

19 MR. SANTUCCI: If you keep asking --

20 MS. STETSON: Michael, I am going to be
21 asking, so we are not done asking, so you don't have
22 to tell me to keep asking.

23 What I am saying is, is that failure to
24 answer the questions about specific plans will
25 preclude you from trying to make a defense on that

1 already on.

2 Q So, in other words, it actually predates
3 when you started with the company?

4 A When I started three years ago, most of the
5 expansion plans were already on and they were already
6 working. The company was already working in the
7 expansion to the United States in that location.

8 Q Okay. So, the plans to open in the United
9 States actually began before you started the company,
10 correct?

11 A Correct.

12 Q And do you have any idea how long before
13 you started with the company those plans began?

14 A Yeah. I guess they have -- I went from --
15 I mean, since -- What I heard, what I heard in talkings,
16 in meetings that we had, I heard that things, since we
17 opened in Cancun since COCO BONGO, we have -- As a night
18 club, we opened in Cancun. The people that were managing
19 the club started looking to the United States to making
20 research and trying to open locations.

21 Q So, the plans as far as you know started at
22 or around the same time that you opened actually in
23 Cancun?

24 A Yes.

25 Q And when did you open in Cancun?

1 basis, but that's obviously your game plan or your
2 call in terms of how you are going to litigate it.

3 MR. SANTUCCI: I will just give you some
4 general advice. Answer as much as you can, as much
5 as you feel comfortable without revealing any
6 confidential information that would give them a
7 competitive advantage over you. So, I think there
8 is more you can answer --

9 THE WITNESS: Okay.

10 MR. SANTUCCI: -- and still be safe, but
11 you know what you can say. It's more your issue
12 than mine.

13 BY MS. STETSON:

14 Q So, after hearing what your lawyer had to
15 say, is there anything you would like to supplement your
16 prior answer with?

17 A Yes. Well, I can add that we have been
18 taking steps to open locations in the United States. We
19 have locations secured, and we have marketing plans going
20 on. And we will open -- We will -- We intend to open
21 pretty soon our plan -- I mean, our locations.

22 Q Okay. So, when did you first start
23 implementing these plans to open these locations in the
24 United States?

25 A Since I was hired, all those plans were

1 A In 1997.

2 Q All right. Now, if the plans had been
3 going on for that long a period of time, is there any
4 reason or reasons why you haven't opened yet in the
5 United States?

6 A I don't know. I can tell you from the last
7 three years, we did not open yet because it's not the
8 right time for us to do so.

9 Q Okay.

10 A But, before that those plans had not been
11 since, 19 -- I mean, in 1997 COCO BONGO opened in Cancun,
12 and what I heard -- And then the best of my knowledge is
13 that the people that were managing the club, and the
14 owner, they looked at the real estate market that the
15 United States had, and that doesn't mean that in 1997
16 exactly started the plan. I don't know when they started
17 working on that.

18 Q All right.

19 A But in the last year-and-a-half since I
20 have been the General Director of the company, it has not
21 been delayed our opening. We just not opened yet because
22 it's not the right time to open.

23 Q Okay. So, I mean it's more for a marketing
24 driven decision in terms of, you know, when you feel that
25 you are going to be able to maximize the market?

1 A Right.
 2 Q All right. Now, you said that you have
 3 locations secured. Does that mean the company has
 4 entered into leases or bought property? What did you
 5 mean when you said, "Locations have been secured"?
 6 MR. SANTUCCI: Objection to the form of the
 7 question, and think about that before you answer it.
 8 THE WITNESS: Well, that's why I wanted a
 9 translator. Sometimes, you know, my word, like,
 10 maybe it's secure --
 11 MS. STETSON: Sure.
 12 THE WITNESS: -- maybe it's not in English
 13 than in Spanish.
 14 What I try to say about security is that
 15 where we will be we are in negotiations with. I
 16 don't have -- I don't have property bought or a
 17 final lease signed, but we are in negotiations with
 18 a couple locations.
 19 BY MS. STETSON:
 20 Q Fine. Now, in terms of securing a
 21 location, whether it's by lease or purchase, can you tell
 22 me approximately when those negotiations began; some of
 23 the locations we are talking about?
 24 A Since I don't know when they started, I can
 25 tell you that since I am the General Director of the

1 company, those negotiations were going on.
 2 Q Oh, I see. So, they have been going on for
 3 some time. In other words, the negotiations for the
 4 locations you are talking about actually predate when you
 5 joined the company? They began before you started with
 6 the company? Every time I say that, you get a funny look
 7 on your face.
 8 A What I am answering is that when I -- When
 9 they gave me the charge of General Director of the
 10 company, those negotiations were already, they were
 11 already started.
 12 Q They had already been commenced?
 13 A So, I don't know exactly -- I don't know
 14 when they started.
 15 Q Okay. And as far as you know, the only
 16 impediment with regard to those negotiations is really a
 17 timing -- That's a marketing decision, is that right?
 18 A Right.
 19 Q Okay. Other than identifying locations and
 20 these negotiations that we have been talking about, what
 21 other steps have been taken, if any, by the company, to
 22 open a restaurant or bar or discotheque in the United
 23 States?
 24 A Well, just negotiations with our current
 25 customers. Most of our -- Well, can I ask the

1 translation of a word from the interpreter?
 2 Q My last question?
 3 A Yeah, just a word -- No.
 4 Q Sure.
 5 THE WITNESS: (Translated) Wholesale.
 6 MS. STETSON: Okay.
 7 THE WITNESS: Between all the -- Not,
 8 "Between".
 9 Into the steps that we already have been
 10 taking for the opening in the United States are
 11 negotiations with our wholesalers and our current
 12 customers in Cancun, we show them -- We express them
 13 our plan and our ideas, what we want to do over
 14 there, and we are like negotiating. When that
 15 happens, how we can work together and what the
 16 prices and commissions would be and what kind of
 17 promotion we can make with the United States's
 18 locations and the Cancun location.
 19 We have been doing presale steps and
 20 marketing steps, and of course all the legal and
 21 different permits and issues that we need to build
 22 according to the United States law.
 23 BY MS. STETSON:
 24 Q Okay. Now, are these wholesalers, are they
 25 sort of like travel agents and tour groups booking

1 people? Is that what you mean by --
 2 A Those are big travel agency corporations.
 3 Q Okay.
 4 A They are not like small travel agencies.
 5 Q I wasn't suggesting that, but that's what
 6 you mean by --
 7 A Yeah, big travel agency corporations.
 8 Q And can you tell me how long those
 9 discussions have been ongoing?
 10 A Well, those are the current customers from
 11 COCO BONGO since eight years ago.
 12 Q Right.
 13 A We are talking and negotiating all the time
 14 with them.
 15 Q Okay. These were people that you have
 16 ongoing business relationships with?
 17 A Right.
 18 MR. SANTUCCI: Can I have five minutes?
 19 MS. STETSON: Now is good.
 20 We are going to take a five-minute break.
 21 How does anybody feel about lunch?
 22 I mean, we had wanted to go through, but we
 23 don't want to be cruel to you guys.
 24 THE COURT REPORTER: It is up to you.
 25 MS. STETSON: We kind of wanted to go

EXHIBIT B

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bongo
balbe
canzun