

Respondent: Roland Amoussou Guenou: 1st: 4 July 2018

IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

Case No. HC/OS 584/2018

In the matter of Section 23 of the Trade Marks
Act (Cap. 332)

And

In the matter of Section 182 of the Supreme
Court of Judicature Act (Cap. 322)

And

In the matter of Trade Mark Number:
40201716204Y

And

In the matter of Order 87 Rule 2 of the Rules of
Court (Cap. 322, R 5)

Between

LANGE COMMUNICATIONS PTE LTD
(Singapore UEN No. 200415586M)

...Applicant

And

ROLAND AMOUSSOU GUENOU
(France Passport No. 15FVO4189)

... Respondent

AFFIDAVIT

I, **ROLAND AMOUSSOU GUENOU** (France Passport No. 15FVO4189),
c/o Paholyothin Soi Ari 5 Payathai, Centurion Park, Bangkok, 10400, solemnly and
sincerely affirm, and say as follows:

1. I am the Respondent in these proceedings.
2. Unless otherwise stated, the matters deposed to in this affidavit are within my personal knowledge and they are true. Where the matters deposed-to in this affidavit are not within my personal knowledge, they are true to the best of my knowledge, information and belief, based on documents arising in this matter and/or information received from my solicitors.
3. I make this affidavit in response to the following affidavits filed by the Applicant in support of HC/OS 584/2018 and/or HC/SUM 2284/2018:
 - (1) the 1st Affidavit of Ralf Lange affirmed on 17 May 2018 (“**Ralf’s 1st Affidavit**”);
 - (2) the 1st Affidavit of Lim Mei Ling affirmed on 17 May 2018 (“**Lim Mei Ling’s 1st Affidavit**”);
 - (3) the 2nd Affidavit of Ralf Lange affirmed on 18 May 2018 (“**Ralf’s 2nd Affidavit**”);
 - (4) the 3rd Affidavit of Ralf Lange affirmed on 18 May 2018 (“**Ralf’s 3rd Affidavit**”); and
 - (5) the 4th Affidavit of Ralf Lange affirmed on 21 May 2018 (“**Ralf’s 4th Affidavit**”).

4. I further make this affidavit in support of my application to set aside the injunction granted in HC/SUM 2297/2018, which – to date – has not been served on me nor my lawyers. I am unable to confirm which prayers of HCSUM 2297/2018 were granted.

5. I will adopt the definitions and abbreviations used in the affidavits filed by the Applicant.

6. Unless specifically admitted, I strongly deny all allegations made in the aforementioned affidavits filed by the Applicant.

7. There is now produced before me and shown to me exhibited and collectively marked as “**RA-1**” a bundle of documents which I shall refer to in this affidavit.

A. Background Facts

8. My response to paragraph 4 of Ralf’s 1st Affidavit regarding my credentials is set out as follows.

9. I was called to the Paris bar in 1991 and obtained my Ph.D. in International Private Law (International Arbitration) with a specialisation in Arbitration Law, from University of Paris-II Pantheon Assas (France) in 1995.

10. I am currently a Partner at the Bangkok office of Vovan & Associés, which is a law firm based in France with offices also in Marseille, Mexico, Shanghai, Bruxelles, Rome and London. I am also currently sitting in an international arbitration tribunal of the International Chamber of Commerce in Paris and I am an active member of the Arbitration Committee of the International Chamber of Commerce Thailand (“**ICC Thailand**”). I have acted as an adviser to international organisations including the United Nations ESCAP, the United Nations Institute for Training and Research (UNITAR), the World Bank, the Asian Institute for Technology (“**AIT**”) and the Asian Development Bank. I was also formerly the Senior Legal Adviser of the International Development Law Organization in Rome, Italy. Copies of my curriculum vitae and my profile as published on the website of AIT are exhibited at **TAB 1** of **RA-1**. My profile as published on the website of the ICC Thailand is exhibited at **TAB 2** of **RA-1** respectively.

11. Since 2009, I have also been the President and Co-Founder of the AsiaAfrica Foundation, a non-profit organisation registered in Thailand with an office in Canada and representatives in China, in America and Africa that raises funds and promotes activities to bridge culture, education, development and cooperation between Asia and Africa. Copies of the relevant screenshots from the Asiafrica Foundation website are exhibited at **TAB 3** of **RA-1**.

12. Notwithstanding that Ralf is fully aware that I am legally trained and hold a doctorate in law, and having requested legal advice for personal issues from me, he undermines my credentials by characterising me as “*a disc jockey playing Latin music*”.

13. It is true that I teach various forms of Afro-Latin dance. Afro-Latin dance and music has been my hobby and passion for over 30 years and I use Afro-Latin dance-related activities to promote the Asiafrica Foundation. Having taught Afro-Latin dance for many years, I have also gained an international reputation for my unique teaching methodology, known as the Afro-Latin Dance Concept. I am an Afro-Latin dance and culture expert, and currently a member of the International Dance Council of (CID) UNESCO. A copy of my profile as an Afro-Latin dance and culture expert and as published on the International Dance Council of (CID) UNESCO is exhibited at **TAB 4 of RA-1**.

B. Long-Standing Relationship with Ralf and Vanessa since early 2015

14. My response to paragraphs 46 to 53 of Ralf’s 1st Affidavit relating to how I got to know him is as follows.

15. In or around early 2015, I first got to know Ralf and his wife, Vanessa, when they were living in Bangkok with their two (2) children. I conducted private lessons for Vanessa to teach her dance, including the theory, philosophy and

musicality behind dance. The private lessons were conducted at Ralf's and Vanessa's house and, due to my busy schedule as a practising lawyer, university lecturer and foundation President, only on Wednesday or Thursday from 7 p.m. to 9 p.m.

16. My private lessons revolved around a body of dances that originated from Africa or with strong African influence and developed in Latin America, known as Afro-Latin dance. Contrary to paragraph 47 of Ralf's 1st Affidavit, I did not teach Vanessa Latin dance, which refers to ballroom dance, tango and folk dance that originated in Latin America.
17. To summarise, Latin dance is more classical whereas Afro-Latin dance is more authentic, more colourful, thus the concept of "*Colors*" was used for the "*Colada*" project. Afro-Latin dance includes dances like Salsa, Kizomba, Bachata and Semba.
18. I did not receive payment for any of these private lessons because I did not have a work permit required of a foreigner to teach dancing in Thailand. In lieu of payment for the lessons, Vanessa made donations to the Asiafrica Foundation. I am unaware if Vanessa had other foreign dance instructors and, if so, whether they held the necessary work permits.

19. My relationship with Ralf and Vanessa deepened over the course of these private lessons in 2015 and we soon became family friends. In 2015 and 2016, Vanessa would often invite me to their house for dinner with their family. Vanessa would also meet me socially or invite me for coffee because she wanted to learn more about Afro-Latin dance. On at least one occasion on 26 January 2016, I had also provided Ralf and Vanessa legal advice on a friendly basis. Screenshots of some of my friendly and personal communications with Vanessa since 2015 are exhibited at **TAB 5 of RA-1**.

20. Ralf frequently travelled to work in Singapore, leaving Vanessa and her children alone in Bangkok. Vanessa shared with me that she often felt lonely and had a history of depression. My girlfriend also got to know Vanessa and we would go out together dancing. We bonded over the fact that we were all foreigners in Bangkok and faced racial discrimination and culture shocks living in a foreign country. I also confided some of my personal issues to Vanessa.

C. My Role in the Creation of “COLADA” since June 2016

21. Ralf’s portrayal of the inception of the event referred to as “*Colada*” and the registered mark “COLADA” at paragraphs 5 to 24 of his 1st Affidavit is wholly inaccurate and conveniently omits the pivotal role I played in its creation, promotion and fruition. On the contrary, I was heavily involved in the Inception, conception in the creation process of “*Colada*” and the registered

mark “COLADA” and it was the intention that “Colada” would be a long term joint project between the Applicant and me, given our long-standing friendship and mutual trust. The vision that I shared with the Applicant and his wife of “Colada” was of the celebration of the Afro and Latin authenticity, with the following elements of both : content, music, design, dance, products, values, culture, traditions and tropical destinations. I verily believe that the Applicant has no basis for denying my right to trademark “COLADA”.

22. Based on my interactions with Ralf, I was aware at the material time that Ralf was the owner of a communications company, viz, the Applicant. Unbeknownst to me at the material time, Ralf and some companies of which he was director or shareholder were listed on the Panama Papers. I raised this legitimate concern to the Applicant around June 2017 [by email], and he appeared to be offended. Ralf threatened that I would “*pay the consequence*”. The relevant screenshots from the Offshore Leaks Database and my said correspondence with Ralf are exhibited at **TAB 6 of RA-1**.
23. As stated above, Ralf, Vanessa, my girlfriend and I developed a close relationship since 2015 when the fallout happened.
24. In around June 2016, Ralf, Vanessa and I first started discussing about the viability of organising an Afro-Latin dance event in Asia. Ralf consulted me for ideas and initially wanted the event named “*Colors of Salsa Dance*”.

25. We discussed informally, verbally and extensively the details of the proposed event, including the venue, duration and programme. Ralf and Vanessa consulted me on several aspects of the proposed event.
26. In or around in June 2016 the project matured and there were also discussions about the development of the logo as a distinctive sign for the proposed event. There were also discussions about the development of the logo for the proposed event.
27. In or around 15 July 2016, I decided to formalise our working arrangement by putting our discussions and ideas in writing (see pages 67 – 71 of RL–1). In my email to Ralf on 15 July 2016, I detailed the specifications for proposed event, potential challenges, budget details and programme.
28. From my said email, it is evident that there were already prior discussions about the specifications of the proposed event, including the “*Name and Logo*” (see page 69 of RL–1). I even proposed that the name and logo be registered as a trade mark.
29. It was also evident from my email to Ralf dated 15 July 2016 that there was discussion to utilise my networks and experience in the Afro-Latin dance industry to promote the proposed event. For example, by 15 July 2016, I had already discussed with my Singaporean friends in the Salsa circle to invite

“*Colors of Salsa*” to our event in Saigon in October 2016 and as a sponsor (see page 70 of RL-1).

30. In my email, the proposed event was referred to as “*Colors of Salsa/Latin Dance*” (see page 67 of RL-1). At that point in time, I was trying to dissuade Ralf from limiting the event to a Salsa dance event.
31. I explained that, based on my experience in the Latin dance industry, Salsa dance was becoming obsolete. At that time, a new dance originating from Africa known as “*Kizomba*” was gaining traction and popularity around the world. I recommended that in order to stay relevant, the scope of the event should be wide enough to incorporate emerging Afro-Latin dance forms, such as “*Kizomba*”, so that the event could be marketed more effectively.
32. For this reason, I suggested to Ralf and Vanessa that the event should be named “*Colors of Latin Dance*” instead. It took me quite some time to convince the both of them but they eventually adopted my advice in or around July 2016.
33. Ralf and Vanessa adopted my advice because they were new in Afro-Latin dance and had no experience whatsoever in the Latin dance industry. Ralf and Vanessa had no experience and credentials whatsoever in the Afro-Latin dance industry but wanted to become “*global*” players overnight. This was a

lofty ambition considering their starting point, given that Latin dance takes decades to master and there were several established promoters with over 20 years of experience. In order to fulfil their ambition, Ralf and Vanessa relied on my experience and expertise because I had an international reputation in Afro-Latin Dance and had organised conferences on dance concepts and the history of Salsa music and had several publications.

34. It was against this backdrop that the logo morphed from “*Colors of Salsa Dance*” to “*Colors of Latin Dance*” in or around 15 July 2016.
35. Subsequently, it was mutually agreed upon that “*Colors of Latin Dance*” should be abbreviated to “*Colada*”, which gave rise to the registered mark “*COLADA*”.
36. I am therefore inextricably linked to the inception and to the conceptualisation and development conceptualisation and development of the registered mark “*COLADA*” from the very beginning. “*Colada*” was a **joint** collaborative project and I had an important stake in it.

D. My Role in the Promotion of “*Colada*” and the Use of “*COLADA*”

37. My response to paragraphs 25 to 45 of Ralf’s 1st Affidavit is set out as follows.

38. As regards the use of the “*Colors of Latin Dance*” logo for the launch of the Facebook page, the screenshot referred to is missing from RL–1.
39. As regards the use of the “*Colors of Latin Dance*” logo at the Afro Latin Invasion Asia 2016 referred to at paragraph 26 of Ralf’s 1st Affidavit, I was – in fact – the co-organiser and a sponsor of the said event on behalf of Asiafrica foundation. This Afro-Latin dance event was the first of its kind in Asia.
40. “*Colada*” came to be involved in Invasion Asia 2016 solely by my effort. I felt that it would be a good platform to promote “*Colada*”. In fact, it was an uphill task convincing my other co-organisers to involve “*Colada*” because it was a brand new event and not an established brand name. Ralf is fully aware that I had to utilise my connections in order for “*Colada*” to be involved in this event, and for “*Colada*” to be promoted at the same. Copies of correspondence with some of my connections as described above and my promotion of “*Colada*” at Invasion Asia 2016 – in pictures, including some with Vanessa – are exhibited at **TAB 7** of “**RA-1**”. The promotional material for “*Colada*” in the said pictures which I had brought along to various countries for Invasion Asia 2016 had been prepared by Ralf on my request for the same.

41. The expenses incurred to promote “*Colada*” were borne by the Asiafrica Foundation with Ralf’s knowledge and/or verbal agreement and pledge that he would reimburse the expenses.
42. The roadshow in Bangkok referred to at paragraphs 29 to 33 of Ralf’s 1st Affidavit was in fact – again – my initiative. This is another instance of the use of my connections and goodwill with those in the industry for the benefit of “*Colada*”.
43. Asiafrica Foundation had a pre-existing relationship with Four Points by Sheraton, which is how “*Colada*” came to organise the roadshow at Four Points by Sheraton.
44. I also personally invited some ambassadors, including the Cuban and the French Ambassador and his wife to attend the roadshow because I knew the French Ambassador’s wife is a former dancer and performer. This immediately heightened the profile of the “*Colada*” roadshow. A copy of my said invitation is exhibited at **TAB 8** of “**RA-1**”.
45. Between June and September 2016, I met with Ralf on several occasions at various venues around Bangkok to brainstorm and iron out the details of “*Colada*” as well as how to promote the event. Ralf tapped on my expertise, knowledge and connections. To both our minds, we were collaborating on

this project to bring our project “*Colada*” to fruition. Correspondence relating to the efforts I had undertaken for “*Colada*” are exhibited at **TAB 9** of “**RA-1**”.

E. Latin Event Consulting Agreement

46. My response to paragraphs 54 to 58 of Ralf’s 1st Affidavit is set out as follows.

47. While I was already carrying out work to create and promote “*Colada*” since June 2016, Ralf and Vanessa procrastinated on formalising our arrangement. Six (6) days after my email to Ralf dated 15 July 2016, I sent a formal proposal to Ralf on 20 July 2016, which is exhibited at pages 73 – 81 of Ralf’s 1st Affidavit.

48. It was only in 15 September 2016 that Vanessa signed Latin Event Consulting Agreement in Bangkok with me in her capacity as the Director of the Applicant (the “**Agreement**”).

49. In fact, the Agreement substantially mirrors my email to Ralf dated 15 July 2016 and my proposal dated 21 July 2016.

50. As regards paragraph 50 of Ralf’s 1st Affidavit, Clause 2 of the Agreement referred to services I was not required to render under the Agreement. I was not required to provide legal services, tax-related legal advice, set up any

company in Thailand nor sell event tickets. In similar vein, I was not responsible for any registration of trademarks on behalf of the Applicant. To my understanding, Clause 2 of the Agreement is not a prohibitive provision.

51. I had specifically suggested to Ralf to register any trademarks in the early stages. I did so verbally and also in my email to him dated 15 July 2016. Given my practice in intellectual property law, I highlighted to him the importance of registering trademarks. I explained to Ralf that I, myself, had registered Afro-Latin themed trademark like “*Salsa Concept*” and “*Kizomba*” and “*Kizomba Concept*” and wished to do the same for “*COLADA*”.
52. To my surprise, Ralf flatly rejected my suggestion. Against my better advice, he did not think it was an important matter and that he did not wish to spend money on registering the trade mark. For this reason, registering of trade marks was specifically excluded from the Agreement. To my understanding, Ralf never had any intention to register any trade marks related to “*Colada*”, including the registered mark “*COLADA*”.
53. Ralf’s allegation that I became more distant after the signing of the Agreement is wholly untrue and baseless. I continued to communicate with him and his wife on Facebook messenger almost on a daily basis.

54. I carried out my obligations under the Agreement for our project “*Colada*” by engaging in promotion tours around Asia. I recruited world famous artists and DJs to perform at “*Colada*”. Copies of correspondence relating to my work done for “*Colada*” after 15 September 2016 are exhibited at **TAB 10** of **RA-1**.
55. I conducted interviews as a well-respected leader in the Latin dance community, which were published on the “*Colada*” website and Facebook page. I did so to help improve awareness and build excitement for “*Colada*”. I understand that these interviews have since been removed from the “*Colada*” the “*Colada*” website and Facebook page.

F. Applicant’s Breach of the Agreement

56. I carried out work under the Agreement notwithstanding that due remuneration from the Applicant was not forthcoming. I did not mind this as I remained excited and dedicated to building the success of our long term project “*Colada*”.
57. The Agreement, that I drafted, was for a fixed term from September 2016 to June 2017, both months inclusive. It stipulated the scope of my services and payment terms. According to the Agreement, the Applicant was to pay me US\$800 per month for the term of the Agreement, i.e. ten (10) months.

58. The Applicant made only two (2) tranches of payment – once through a remittance agency, Western Union and once by cash – for my fees pursuant to the Agreement in September and October 2016 amounting to US\$1,600:
59. On several occasions, I even had to procure Asiafrica Foundation to make payments on behalf of the Applicant and to cover the promotion expenses.
60. The Applicant also persistently refused to make the outstanding payments.
61. On 30 May 2017, after I sent an invoice to the Applicant, Ralf sidestepped the issue of payment by stating that the invoice does not need to be paid because it was issued by Asiafrica Foundation. The email correspondence in this regard is exhibited at **TAB 11 of RA-1**.
62. This email message from Ralf is a clear sign that – by 30 May 2017 – he had no intention to pay me for my services under the Agreement. Ralf is fully cognisant of my arrangement with Asiafrica Foundation. As stated above, Vanessa had even made donations to Asiafrica Foundation in exchange for my private lessons with her. I conclude that the excuses Ralf gave for “*considering to terminate (my services)*” “*on or about 14 June 2017*” (at paragraph 59 of his 1st Affidavit) are fabrications and mere afterthoughts. I reserve my right to demand for the same at the appropriate forum.

G. Deterioration of the Relationship between Ralf, Vanessa and Me

63. I am surprised that Ralf states at paragraph 59 of his 1st Affidavit that he “*began considering to terminate (my) services*” on 14 June 2017. This was never conveyed to me neither do I agree that he has the right to terminate the Agreement.
64. **First**, one of the reasons why I believe the relationship between Ralf, Vanessa and me deteriorated was the Applicant’s failure to make outstanding payments to Asiafrica Foundation and me as elaborated upon above.
65. **Second**, the working relationship also broke down because of Ralf’s and Vanessa’s lack of responsiveness to the artistes and third parties I engaged for “*Colada*”.
66. In carrying out my obligations under the Agreement, I was responsible for making contact with world class artists and DJs, and inviting them to attend “*Colada*”. I made use of my clout and connections in the Afro-Latin dance industry to procure their attendance. This requires significant effort and persuasion given that “*Colada*” 2017 was the inaugural event. I made use of my clout and connections in the Afro-Latin dance industry to procure their attendance. This require significant effort given that “*Colada*” was the inaugural event and neither Ralf nor Vanessa had experience in the Afro-Latin dance industry. After the invited artistes and DJs gave their acceptance

in principle to attend “*Colada*”, I directed them to Ralf and Vanessa to negotiate the payment terms and other logistical details.

67. However, shortly thereafter, I received feedback from the invited artistes and DJs that they did not receive any follow-up or response from the Applicant. As most of these artistes and DJs were not based in Bangkok, they required the Applicant’s response in order to plan their schedules, flight and accommodation. They expressed disappointment and I was held accountable in my capacity as a representative of the Applicant an ambassador of “*Colada*”. This embarrassing situation has caused me to lose credibility.
68. The complaints I received from various artistes and DJs in relation to this matter are exhibited at **TAB 12 of RA–1**.
69. **Third**, another incident arose out of the Afro Latin Invasion Asia 2016 in June 2016 (see paragraph 26 of Ralf’s 1st Affidavit and paragraph 36 above). As mentioned above, it was through my sole effort that “*Colada*” was invited to participate in the event as a sponsor. As a sponsor, “*Colada*” awarded the two (2) winners a 5-day pass to “*Colada*” (see page 49 of Ralf’s 1st Affidavit).
70. I was therefore alarmed to find out that one of the winners (whose photograph appears at page 49 of Ralf’s 1st Affidavit) did not receive the 5-day pass from the Applicant as promised. It was only after I checked with Ralf in or around

January 2017 (i.e. almost half a year after the event) that the matter was resolved. Copies of correspondence I received from the winner, known to me as Maria, and the event co-organiser regarding the failure of the delivery of the said 5-day pass are exhibited at **TAB 13** of **RA-1**.

71. **Fourth**, in or around March or April 2017, i.e. three (3) months before “*Colada*” in June 2017, I heard rumours that Ralf’s employees or affiliates were offering up to 40% discount on ticket sales. This came as a surprise to me because the agreed upon policy was that there would be no discount on ticket sales to the general public. As a representative of the Applicant, it was agreed upon that I was entitled to give my affiliates a promotional code, entitling them to a 5% to 10% discount.
72. When word about the discrepancies in discount policies got around the Latin dance community, some purchasers were unhappy that they had overpaid for tickets. Some of the purchasers also perceived this discount policy as unethical and decided that they did not wish to attend the event.
73. I confronted Ralf about this issue but my concerns were cast aside as fabrications and I was in turn accused of being dishonest. I subsequently heard that some of the purchasers who requested refunds were harassed, bullied and threatened with defamation.

H. The Applicant's Allegations

74. As regards paragraph 59(i) of Ralf's 1st Affidavit, I deny that I had requested for "*commission*" from the suppliers of the dance floor. In the first place, it was not within the scope of my engagement to source for suppliers of the dance floor, but merely to advise and assist in the planning and setting up. I recommended to Ralf a supplier, Jeda, who was a Thai friend of mine and a friend whom I was advising on the setting up of a dance school. Jeda was aware of Asiafrica Foundation and willingly accepted to donate to it if the deal with the Applicant was successful.
75. A few weeks before the "*Colada*" event, Ralf approached me for help to provide him with a contact for suppliers for the panels to cover the dance floor areas. I recommended to him a supplier that I had previously worked with, Jeda. I was already working with Jeda for the dance panels of my own dance studio, completely unrelated to "*Colada*".
76. As stated above, Asiafrica Foundation accepts donations and I often carry out work in order to raise funds for Asiafrica Foundation. I frequently request for donations to Asiafrica Foundation as I am entitled to under Thai law. Such donation are above board; donation certificates are issued and reported to the Thailand Ministry of Interior. Therefore, the allegation that I receive commissions is wholly baseless.

77. As regards paragraph 59(ii) of Ralf's 1st Affidavit, I have always been transparent with the Applicant in relation to my arrangements with any artistes involved in "*Colada*". The Applicant has no basis to suggest that I have received personal monetary benefit from introducing the artistes and DJs. On the contrary, I had recommended one of the artistes, Sara Lopez, who was previously invited to attend my Kizomba events in Bangkok. I forwarded to the Applicant the same rates that Sara Lopez charged for my event. My correspondence with Ralf on 8 June 2016 in this regard is exhibited at **TAB 14 of RA-1**.

78. As regards paragraph 59(iii) of Ralf's 1st Affidavit, this alleged incident did not occur. I do however recall that there was an Indian lecturer, one Ms Ananya Jaharana Kabir, a professor from King's College London who wished to conduct a conference- or seminar-style session to discuss the history of Salsa and Afro-Latin dance. The reason why I politely rejected her proposal was that I had previously proposed conducting a history of Salsa music and dance lecture at "*Colada*". It was apparent that Ralf will not accept such lectures at "*Colada*" given its profit-making objective. On this basis, I informed the Indian lecturer that "*Colada*" was not an appropriate platform for her proposed lecture.

79. Further, it was my personal belief that the proposed lecture would not be well-received at “*Colada*” because the target audience for “*Colada*” was predominantly Afro-Latin dancers in Asia. A lecture on Salsa dance was not aligned with the need of the market in Asia. Given that this was the first Afro-Latin dance event in Asia, the “*Colada*” event was marketed as an “entertainment” and recreational event, and not an educational, academic or informative event. A lecture on the history of Kizomba dance was not relevant with with the general theme of a celebration or party, which was what “*Colada*” was envisioned to be.
80. In any event, I also informed the Indian lecturer of this. I rejected her politely and also extended my promotional code to her. My correspondence with the Indian lecturer is exhibited at **TAB 15 of RA-1**.
81. The fact that Ralf is raising this as a feeble excuse for terminating my services (which I dispute he is entitled to) proves that he has no legitimate ground to be unhappy with my services.
82. As regards paragraph 59(iv) of Ralf’s 1st Affidavit, I take strong objection to the Applicant’s personal attack. Although this issue is not relevant to the present case, this allegation is calculated to injure my reputation. In the first place, Ralf has not stated the bases for this allegation and I am ill-equipped to address it.

83. Ralf's allegation in this regard is particularly sinister and underhanded because I had previously confided in Ralf and especially Vanessa about the discrimination, social rejections, hostility even racism, I continually face as a black man in Asia, including personal attacks, bullying and social media harassment. In one extreme case, my car was knifed and dented and I made a police report.
84. As regards the allegations of sexual assault, I deny having ever acted inappropriately towards women – be it while dancing or otherwise. The nature of Afro-Latin dance is passionate, seductive and sexy. While body contact, personal distance, and intimacy during the dance is acceptable in Africa and Latin America, it is considered taboo in Asian society and therefore gives rise to cultural misunderstandings. For this reason, my commitment to promote Afro-Latin dances in Asia was culturally challenging. Notwithstanding this, I have never been convicted of any sexual offences. I have always shown respect to women even to Vanessa when we were friends and when I used to visit their Bangkok residence.
85. I also proactively act as a responsible community leader by reaching out to victims of sexual assault within the Latin dance community. One such example of my correspondence is exhibited at **TAB 16** of **RA-1**.

86. On one occasion, a Singaporean woman was drugged in a market in Bangkok and sexually assaulted by a man. A common friend in Singapore informed me of this and I immediately went to her assistance. I brought her to the police station to make a police report, referred her to a Thai lawyer and accompanied her at the police hospital. Copies of the relevant documents are exhibited at **TAB 17** of **RA-1**. The name of the victim is redacted to protect her identity.
87. As regards paragraph 60 of Ralf's 1st Affidavit, the removal of my photograph from the event page and website was sudden and surreptitious. I was not informed directly by the Applicant and only found out when my friends alerted me to this.
88. As regards paragraph 61 of Ralf's 1st Affidavit, I was upset not only because I was not paid for my services which proceeds are dedicated to our foundation, but also because I was not informed beforehand. I had contributed significantly to the development of "*Colada*" since June 2016 and was unceremoniously "*terminated*" without notice and reason. In addition, many of the artistes, DJs and participants had agreed to attend or purchase tickets on my account.
89. I had alerted the Applicant that his business model in Thailand might be in violation of the Foreign Business Act in Thailand, since he was engaged in a revenue-generating venture in Thailand with no official business entity as

required by the law. The Applicant then appointed a Thai agent, Fate Form Limited Partnership 932 Wachirathamsathit 57 Sukumvit 1, Bangjak Phrakanong Bangkok 10260, owned by one Ms. Ramina Worragon, to, amongst others, point a finger at if the authorities later investigated the Applicant for its revenue-generating activities in Thailand. If the Applicant alleges that this post contains “*numerous false and unfounded allegations*”, I am prepared to defend my allegations. On a separate note, I further observed that the Applicant changed the name “*Colors of Latin Dance (Colada)*” during the event in Bangkok from 6 to 10 June 2018 to “*Latin Dance Congress THE ORIGINAL*” but still uses all materials, merchandising and online presence to sell tickets under “*Colors of Latin Dance (Colada)*” on its website: <http://colorsoflatindance.com/> .

90. As regards paragraphs 62 to 65 of Ralf’s 1st Affidavit, it is true that I sent a Letter of Demand on 17 June 2017 through my Singapore lawyers to demand payment of the monies owed to me. I maintain my claim and reserve my right to pursue it at the appropriate forum. Contrary to Ralf’s assertion, my claim is not “*false*” nor is it motivated because I am “*impecunious*”.
91. Notwithstanding my Letter of Demand sent in Singapore, I had no intention to pursue legal proceedings. I had previously indicated to the Applicant that I wish to resolve our disputes amicably out of court. My messages to Ralf in this regard – sometime in June 2017, as I recall – are exhibited at **TAB 18 of RA-1**.

92. In any event, clause 6 of the Agreement stipulates that the Agreement shall be resolved amicably by discussion and negotiation.

I. Reasons Why I Registered “COLADA” as a Trade Mark

93. My response to paragraphs 66 to 69 of Ralf’s 1st Affidavit is set out as follows.

94. It is true that I have registered the “COLADA” mark in Singapore, Thailand and France in late 2017. I verily believe that I am entitled to register the mark “COLADA” because I played a significant role in bringing the entire project to fruition and was only muscled out of “Colada” at the eleventh hour.

95. The entire project leading up to “Colada” was a collaborative effort between Ralf and/or the Applicant and me. From its very inception and conceptualisation, I played a pivotal role. The Applicant relied on my expertise and connections to develop the logo and to promote the event.

96. As stated above, I had specifically suggested the issue of registration of the trade mark. I have registered trade marks for “Salsa Concept” and “Kizomba Concept” mentioned above.

97. Naturally, I wished to likewise register the trade mark for “COLADA”. However, it was Ralf who elected not to register the trade mark and unequivocally stated that he did not wish to do so. It therefore does not lie in

his mouth to say now that he is the owner of the trade mark and my registration should be invalidated.

98. It is neither express nor implied in the Agreement that the Applicant is the owner of the trade mark. On the contrary, it is implicit in the Agreement that the Applicant had no intention to register “*COLADA*”.

99. In any event, any goodwill associated with the trade mark and the event is inextricably linked to my efforts and networks, for which, I have not been duly compensated.

J. The Dispute Online and Overseas

100. My response to paragraphs 70 to 81 of Ralf’s 1st Affidavit is set out as follows.

101. As stated above, I had no intention to escalate the dispute. However, it was Ralf and Vanessa who initiated a cyberbullying campaign against me on Facebook.

102. Since 11 May 2018, I have received numerous harassing, bullying, disparaging, accusing, insulting and disparaging messages on social media, because of Ralf and his wife and affiliates. The slew of attacks on social media caused significant anxiety and distress to my family, my colleagues, my business partners and community members. A Japanese Colleague left our

Law firm after reading the social media posts tarnishing my reputation. My own girlfriend posted a suicide message, only to receive callous mocking and aggravated harassment by Ralf's affiliate, one "*Chen Wen Bao*" who was revealed by Jesper Dopping [on Facebook] to be the alias of one Prathan Triumyuporn, a former Salsa Concept dance student who joined the Applicant in attacking me on social media. I also felt compelled to defend my reputation and integrity online. Copies of the messages on social media I have received and my responses are exhibited at **TAB 19** of **RA-1**.

103. I was left with no choice but to make a police report. I have also commenced criminal defamation proceedings against Ralf, Vanessa and Jesper Dopping. Copies of the relevant documents in Thai are exhibited at **TAB 20** of **RA-1**. I am in the midst of securing English translations of the said documents and will submit these as soon as practicable.

K. Responses to the Applicant's Alleged Grounds for Invalidity

104. I note that paragraphs 5 to 98 of Ralf's 4th Affidavit repeat the allegations made in paragraphs 4 to 84 of Ralf's 1st Affidavit.
105. As regards the ground of bad faith set out at paragraphs 99 to 108 of Ralf's 4th Affidavit, I deny that I registered "*COLADA*" out of bad faith. I repeat paragraphs 8 to 96 above.

106. In summary, I verily believe that I am entitled to register “*COLADA*” as a trade mark because I was involved in the conceptualisation and planning of “*Colada*” and the accumulation of goodwill behind the trade mark. I had gone beyond delivering services to be expected of a consultant engaged for his services simply because “*Colada*” was a joint project.
107. Ralf is a seasoned businessman and certainly no babe in the woods. And yet, he stated in no uncertain terms that he had no intention to register “*COLADA*” as a trade mark.
108. As regards the ground of passing off, I note that the Applicant is not making a passing off claim in the present proceedings (see paragraph 109 of Ralf’s 4th Affidavit). In any event, I repeat that the goodwill behind “*Colada*” and the “*COLADA*” mark was accumulated by my sole effort, especially given that Ralf and Vanessa had no prior experience in the Afro-Latin dance industry. I repeat paragraphs 8 to 96 above.
109. As regards the ground of copyright infringement set out at paragraphs 116 to 120 of Ralf’s 4th Affidavit, Ralf has failed to particularise the alleged infringing acts I had committed. In any event, I do not claim any copyright in the artwork of “*COLADA*” but I maintain that I am entitled to register the “*COLADA*” mark as a trade mark for the reasons set out above.

110. As regards the ground of fraud and misrepresentation set out paragraphs 121 to 124 of Ralf's 4th Affidavit, the Applicant has no evidence that I had made any fraudulent statements or misrepresentations in my application to register "COLADA".

111. As regards paragraphs 125 to 129 of Ralf's 4th Affidavit, I deny the allegation that I have no intention to use the registered mark "COLADA" and there is no absolutely no basis to support the Applicant's application to revoke the registered mark "COLADA".

L. Injunction Granted in HC/SUM 2297/2018

112. My response to paragraphs 90 to 91 of Ralf's 4th Affidavit is set out as follows.

113. To date, I have not been served with any injunction personally or through my lawyers.

114. In any event, I maintain that my remarks on social media are neither defamatory nor directed at the Applicant.

115. The injunction allegedly to restrain me from defamatory statements against the Applicant is not only wholly irrelevant to the present proceedings but also not premised on any finding that I had made defamatory statements against the Applicant.

116. The Applicant and/or Ralf and/or Vanessa have circumvented the proper procedure of commencing a defamation lawsuit against me. I therefore verily believe this is not the appropriate forum for the Applicant to seek an injunction to restrain me from making defamatory remarks.

117. This is also not the appropriate forum to deal with the Applicant's allegations that I have made defamatory statements against the Applicant and/or Ralf and/or Vanessa.

M. Conclusion

118. In light of the foregoing, the Applicant has no basis for invalidating my registration of the trade mark "COLADA".

119. That is all.

SWORN/AFFIRMED by)
 ROLAND AMOUSSOU GUENOU)
 this 4th day of July 2018)
 at Bangkok, Thailand)

Before Me

A NOTARY PUBLIC



Reg. No./ทะเบียนเลขที่..... 066/2560
 Commission Expires/ทะเบียนหมดอายุ
 Date/วันที่..... April 12, 2019

This is the Exhibit Marked

“RA-1”

Referred to in the 1st Affidavit of

ROLAND AMOUSSOU GUENOU

On this 4th day of July 2018



Before Me



Pooreben Kanjanaray
A NOTARY PUBLIC

Reg. No./ทะเบียนเลขที่... 066/2570
Commission Expires/ทะเบียนหมดอายุ
Date/วันที่... April 12, 2019

INDEX TO EXHIBIT “RA-1”

TAB	DESCRIPTION
1.	The Respondent’s profile and screenshots of website for the Asian Institute for Technology showing the Respondent’s profile
2.	Screenshots of website of the International Chamber of Commerce in Thailand showing the Respondent’s profile
3.	Extracts from the website of the Asiafrica Foundation registered in Thailand
4.	Profile of the Respondent as an Afro-Latin dance and culture expert, and screenshots of website of the International Dance Council (CID) UNESCO showing Respondent’s name on List of Officers
5.	Facebook messages between the Respondent and Vanessa in 2015 and June or July 2016
6.	Screenshots of website regarding Panama Papers Offshore Leaks Database showing name of Ralf and email correspondence between the Respondent and Ralf
7.	Correspondence regarding promotion of “ <i>Colada</i> ” at Afro-Latin Invasion Asia 2016
8.	Email from the Respondent to Ralf regarding invitation to French ambassador and his wife to “ <i>Colada</i> ” dated 8 Dec 2016

TAB	DESCRIPTION
9.	Correspondence evidencing work done by the Respondent for “ <i>Colada</i> ” from June 2016 to September 2016
10.	Correspondence relating to work done for “ <i>Colada</i> ” after signing of the Agreement on 15 September 2016
11.	Email from Ralf to the Respondent refusing to make payment for invoices made by Asiafrica Foundation dated 30 May 2017
12.	Correspondence relating to complaints received by the Respondent from artistes and DJs for “ <i>Colada</i> ” about the Applicant’s non-responsiveness
13.	Correspondence between the Respondent and winner of Afro-Latin Invasion Asia 2016 regarding the Applicant’s failure to produce prize
14.	Correspondence from the Respondent to Ralf Lange regarding rates of Sara Lopez
15.	Correspondence between the Respondent and Ms Ananya Jaharana Kabir, Professor of English Literature, King’s College London regarding holding a lecture at “ <i>Colada</i> ”
16.	Facebook messages between “SL” and the Respondent
17.	Correspondence from “GH” to Thai police copying Roland Amoussou
18.	Facebook messages from the Respondent to Ralf regarding amicable settlement
19.	Social media messages received by the Respondent

TAB	DESCRIPTION
20.	Copies of police report and court papers [in Thai] regarding criminal defamation proceedings against Ralf Lange, Vanessa Lange and Jespper Dopping