

# Exhibit A

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

ROGER CLEVELAND GOLF	)	C/A No. 2:09-2119-MBS
COMPANY, INC.,	)	
	)	
Plaintiff,	)	
	)	
VERSUS	)	Columbia, SC
	)	March 8, 2011
	)	
CHRISTOPHER PRINCE, PRINCE	)	
DISTRIBUTION, LLC, and	)	
BRIGHT BUILDERS, INC.,	)	
Defendants.	)	
-----	)	

EXCERPT OF JURY TRIAL  
TESTIMONY OF CHRISTOPHER PRINCE

BEFORE THE HONORABLE MARGARET B. SEYMOUR  
UNITED STATES DISTRICT JUDGE, and a jury.

Appearances:

For the Plaintiff:	JEFFREY S. PATTERSON, ESQ. JOHN C. MCELWAIN, ESQ. 151 Meeting Street, Sixth Floor Charleston, SC 29401
For Defendant Prince:	CHRISTOPHER D. LIZZI, ESQ. 36 Broad Street Charleston, SC 29401
For Defendant Bright Builders:	PAUL J. DOOLITTLE, ESQ. DOUGLAS M. FRASER, ESQ. P.O. Box 2579 Charleston, SC 29401

1 from different web sites and stuff like that. Find things that  
2 interest you, find things -- pictures, whatever, put those on  
3 your web site. That's how you -- that's how you -- show you  
4 how to do it, that's pretty much it.

5 Q. Did they also assist you in registering a domain name?

6 A. Yes. Yes. You go through -- buy a -- you would register  
7 your domain names.

8 Q. And how many domain names do you recall registering through  
9 Bright Builders?

10 A. I think it ended up being four.

11 Q. And was one of those copycatclubs.com?

12 A. Yes.

13 Q. And did Bright Builders bill you for registering that  
14 domain name?

15 A. Yes, they did.

16 Q. Mr. Prince, is this a printout of the invoice that you  
17 received from Bright Builders for the domain name  
18 copycatclubs.com?

19 A. Yes, sir.

20 MR. PATTERSON: Your Honor, I would move this  
21 exhibited into evidence, Exhibit Number 13.

22 THE COURT: Any objection?

23 MR. LIZZI: No objection, Your Honor.

24 THE COURT: It's admitted.

25 BY MR. PATTERSON:

1 Q. In fact, did they, in the coaching sessions, the webinars,  
2 anything else, did they ever ask you, "What are you copying?  
3 What is being copycatted here?"

4 A. No. No, sir.

5 Q. Did they ever express any concern to you as to whether or  
6 not you had the right to copy clubs from Cleveland golf or any  
7 other manufacturer?

8 A. No, sir.

9 Q. Now, ultimately did you build a web site for  
10 copycatclubs.com using the software from Bright Builders?

11 A. Yes, sir.

12 Q. And during the time that you were building the web site did  
13 you receive coaching or mentoring from Bright Builders on how  
14 to build your web site?

15 A. Yes, sir.

16 Q. Did Bright Builders make any suggestions about the content  
17 that should be on your web site?

18 A. Yes, sir.

19 Q. Tell the jury what you recall about suggestions they made  
20 with regard to text on your web site.

21 A. Like -- in the beginning, my home page, I had no text  
22 whatsoever. They were like, "Well, you need to specify on your  
23 front page and, you know, in detail kind of what you are  
24 selling and what it's about."

25 And that's what I did. I put that -- I found

1 something and I pasted it and copied it and put it right  
2 there -- I reworded it a little bit, but that's basically how I  
3 did it.

4 Q. So it was your impression that they had looked at your web  
5 site and they made suggestions on how you could improve your  
6 web site?

7 MR. DOOLITTLE: Objection, leading, Your Honor.

8 THE COURT: Sustained.

9 MR. PATTERSON: Your Honor, he's a defendant in the  
10 case, he's an adverse witness.

11 THE COURT: You need to qualify him.

12 MR. PATTERSON: I thought because he is a named  
13 defendant that he would -- I didn't know that I needed to  
14 qualify him as an adverse witness.

15 THE COURT: You will have to.

16 MR. PATTERSON: Okay.

17 BY MR. PATTERSON:

18 Q. Mr. Prince, going back to the issue that we were just  
19 talking about, what did -- was it your impression that Bright  
20 Builders had actually reviewed your web site and they made  
21 suggestions on how to improve it?

22 A. Yes.

23 Q. And that included, I think, adding text, is what you said?

24 A. Right.

25 Q. And this was the copycatclubs.com web site?

- 1 A. Right.
- 2 Q. That's the web site that ultimately sold the counterfeit  
3 clubs; is that correct?
- 4 A. Yes.
- 5 Q. Did they tell you anything with regard to pictures on your  
6 web site?
- 7 A. Find a picture, and if you like it copy and paste it.
- 8 Q. And when they say find a picture, where did they tell you  
9 you are supposed to find these pictures?
- 10 A. No specific area.
- 11 Q. Did they teach you how to cut and paste from someone else's  
12 web site onto your web site?
- 13 A. Right.
- 14 Q. At any point in that did they tell you, "You obviously  
15 can't cut and paste someone else's trademark onto your web  
16 site"?
- 17 A. Not that I recall, no.
- 18 Q. Did they provide you any instruction or training with  
19 regard to limitations of what pictures you could cut and paste  
20 from someone else's web site?
- 21 A. Not that I recall, no.
- 22 Q. And using the training that they gave you, is that how you  
23 ultimately wound up with pictures of Cleveland Golf Clubs and  
24 pictures of the Cleveland Golf trademarks on your web site?
- 25 A. Yes, sir.

1 A. Yes, sir. Yes, sir. It was all the same web site.

2 Q. So whether you typed in copycatclubs.com or Legacy Golf or  
3 World Time Golf, you wound up on the same web site?

4 A. Right.

5 Q. Which was selling the counterfeit clubs?

6 A. Right.

7 Q. And which had the cut and paste of the Cleveland trademarks  
8 on the web site?

9 A. Right.

10 Q. Do you recall whether or not Bright Builders provided  
11 software or other assistance in helping you submit your domain  
12 names to search engines?

13 A. Yes.

14 Q. And tell me what they did.

15 A. I don't recall what part of the actual web site it was on  
16 but you could go to the section on their site and punch in a --  
17 punch in your domain name, and they would -- I guess it would  
18 send it off to different search engines I would assume. Yeah.

19 Q. Did you actually do that with your domain names?

20 A. Yes.

21 Q. Would you have had any idea how to do that but for the  
22 assistance provided by Bright Builders?

23 A. No.

24 Q. Would you have had any idea how to build your web site but  
25 for the assistance of Bright Builders?

1 A. No.

2 Q. Mr. Prince, I have handed you what has been marked as Joint  
3 Exhibit Number 15, which is a print off of pages from the  
4 copycatclubs.com web?

5 A. Yes.

6 Q. The web page?

7 A. Yes.

8 Q. Can you flip through that and tell me if you recognize this  
9 to be a printout of the web site that we have just been  
10 discussing, copycatclubs.com?

11 A. Yes, this is it.

12 Q. And this was a web site that you developed using the tools  
13 and skills and coaching and mentoring from Bright Builders?

14 A. Yes, sir.

15 Q. And if you look at the first few pages --

16 MR. PATTERSON: Your Honor, I would actually move  
17 Exhibit Number 15 into evidence.

18 THE COURT: Any objection?

19 MR. LIZZI: No objection.

20 MR. DOOLITTLE: No objection.

21 THE COURT: It's admitted.

22 BY MR. PATTERSON:

23 Q. Looking at page 1, Mr. Prince, is a price list from your  
24 web site?

25 A. Okay.



1 Q. I will try to see if I can point you to about two-thirds of  
2 the way down, there's actually Cleveland Clubs listed. Do you  
3 see that?

4 Cleveland Launcher Driver, Cleveland HiBore --

5 A. Yeah, I see it.

6 Q. Those clubs being advertised there, those are not actual  
7 Cleveland Clubs, are they?

8 A. No.

9 Q. They are the counterfeit clubs being advertised?

10 A. Right.

11 Q. With regard to that, did you have any permission to use the  
12 trade name Cleveland in your advertisements?

13 A. No, sir.

14 Q. Did you have permission to use Launcher or HiBore in any of  
15 your advertisements, and other Cleveland trade names?

16 A. No, sir.

17 Q. When people at Bright Builders reviewed your web site, did  
18 they ask you whether or not you had permission to use those?

19 A. No, sir.

20 Q. Did they point out that there could be potential problems  
21 if you are using someone else's trademark on your web site?

22 A. No, sir.

23 Q. If you will turn with me to the back of Exhibit 15, it's  
24 about four pages or so, five pages I believe from the back of  
25 the exhibit. The page looks like this, Mr. Prince.

1 A. Okay.

2 Q. And, again, just at the top it references World Time Golf.  
3 This is actually a print off from your copycatclubs.com web  
4 page, right?

5 A. Right.

6 Q. And you will see, if you look with me, Mr. Prince, at the  
7 language on that web page which says, "We are your one stop  
8 shop -- we are your one stop shop for the best copied golf  
9 equipment on the internet." Do you see that?

10 A. Yes, sir.

11 Q. Did anyone at Bright Builders ever, after reviewing your  
12 web site, tell you that copying someone else's golf equipment,  
13 copying somebody else's trademark of golf equipment could  
14 create a potential liability for you?

15 A. No, sir.

16 Q. Did they ever tell you that was illegal?

17 A. No, sir.

18 Q. Did they ever suggest any concern to you that copying  
19 someone else's golf equipment could wind up with you getting  
20 sued or otherwise in trouble with the law?

21 A. No.

22 Q. Did they ever recommend you go get an attorney to determine  
23 whether or not that was legal?

24 A. No, sir.

25 Q. Did they ever do any investigation to determine whether or

1 not this copied golf equipment that you were selling was legal?

2 A. No, sir, not that I'm aware of.

3 Q. And this copied golf equipment that is referred to here,  
4 that's the counterfeit golf clubs; is that correct?

5 A. Right.

6 Q. That was sold through your web site?

7 A. Yes, sir.

8 Q. And where did you obtain this counterfeit golf equipment?

9 A. From overseas. China.

10 Q. You said from China?

11 A. Yes, sir, from China?

12 Q. Companies in China?

13 A. Yes, sir.

14 Q. Did you utilize a methodology known as drop shipping --

15 A. Yes, sir.

16 Q. -- in order to deliver that product?

17 A. Yes, sir.

18 Q. And is drop shipping a situation where you take an order,  
19 pass it on to a manufacturer in China, and then the  
20 manufacturer in China sends a counterfeit club or counterfeit  
21 product to the purchaser here in the United States?

22 A. Right.

23 Q. Was Bright Builders aware that you were using drop  
24 shippers?

25 A. They suggest you use drop shippers.

- 1 A. No, sir.
- 2 Q. And in fact, July of 2010 -- that's well after this  
3 lawsuit --
- 4 A. Right.
- 5 Q. -- was in effect, wasn't it?
- 6 A. Yes, sir.
- 7 Q. And it's even after Bright Builders had been brought into  
8 this lawsuit, isn't it?
- 9 A. Yes, sir.
- 10 Q. They continued to charge you even after they had gotten  
11 notice of this suit under this web hosting agreement?
- 12 A. Yes, sir.
- 13 Q. And if you look with me, I believe this is the next page,  
14 Mr. Prince, "Activities subject to immediate deactivation?"
- 15 A. Yes, sir.
- 16 Q. Do you see that?
- 17 A. Yes, sir.
- 18 Q. It says, "We --" is it your understanding that refers to  
19 Bright Builders?
- 20 A. Yes, sir.
- 21 Q. "We may immediately deactivate any hosting services used  
22 for illegal, abusive, or unethical activity." After Bright  
23 Builders got served with the lawsuit in this case did they  
24 contact you and terminate your web site under this provision?
- 25 A. No, sir.

- 1 Q. One or the other was --
- 2 A. Yeah, one or the other, right.
- 3 Q. You also used -- is it Google Checkout?
- 4 A. Yes, Google Checkout.
- 5 Q. Does that have anything to do with Bright Builders?
- 6 A. No, sir.
- 7 Q. That goes straight through Google if somebody pays --
- 8 A. I think so, yeah.
- 9 Q. What other methods did you use to accept payment?
- 10 A. That was it.
- 11 Q. So the only two methods you used to accept payment were
- 12 through companies that didn't have anything to do with Bright
- 13 Builders, Incorporated?
- 14 A. Right.
- 15 Q. Did Bright Builders, Incorporated receive any compensation
- 16 for the sale of those golf clubs, the Cleveland Golf Clubs in
- 17 particular?
- 18 A. No.
- 19 Q. Sorry?
- 20 A. No, sir.
- 21 Q. No?
- 22 A. No.
- 23 Q. There is no partnership or sharing agreement, correct?
- 24 A. With them, no.
- 25 Q. And they had no direct knowledge, nobody from Bright

1 Builders, Incorporated, you never told anybody, "I'm selling  
2 counterfeit golf clubs, Cleveland counterfeit golf clubs," you  
3 never told them that, did you?

4 A. The only person that -- when we first started putting the  
5 web site together, I told whoever was helping me at that time I  
6 was -- was going to put copied clubs on the web site.

7 Q. So you told them you were putting copied clubs --

8 A. Yes.

9 Q. You didn't --

10 A. Because I actually -- I actually at that time thought they  
11 could be registered, that's how naive or just -- I just didn't  
12 know. I was under the assumption you could actually even  
13 register those type clubs.

14 Q. Right, you were under that assumption?

15 A. Right.

16 Q. Right. And it's your position that Bright Builders should  
17 be under a different assumption, is that true?

18 A. I have no idea. I would assume that if -- if I was to say  
19 something to somebody like that they would be like, "Eh, you  
20 can't do that."

21 Q. Is Bright Builders an expert in golf equipment?

22 A. Well, obviously the guy I was talking to was because he had  
23 had his own golf web site and he was building one for his  
24 father, and he actually said that he would link mine to his.

25 Q. Did he?

1 REDIRECT EXAMINATION

2 BY MR. PATTERSON:

3 Q. Mr. Prince, I had just a couple of questions to clarify  
4 some of your testimony.

5 A. Okay.

6 Q. You told the story a few minute ago about telling a person  
7 at Bright Builders that you were going to sell copied clubs and  
8 I think you said this person even had their own web site?

9 A. Right.

10 Q. I just want to be clear, was that either your mentor or  
11 your coach or your project advisor from Bright Builders?

12 A. It was one or the other, yes.

13 Q. So it was somebody working for Bright Builders?

14 A. Right.

15 Q. In addition to that conversation, you did have hours of  
16 conversations with the coaches or the mentors at Bright  
17 Builders throughout the period you were receiving the  
18 mentoring; is that correct?

19 A. Right.

20 Q. And those coaches and mentors, it was your understanding  
21 had reviewed your web site and made suggestions on what needed  
22 to be on your web site?

23 A. Right.

24 Q. And your web site was clearly named copycatclubs, and it  
25 clearly said on there that you were selling copied clubs; is

1 that correct?

2 A. Yes.

3 Q. You never tried to hide that from Bright Builders in any  
4 way, shape, or form?

5 A. No.

6 Q. Did you have any authority to sell copied or counterfeit  
7 clubs of Cleveland Golf on your web site?

8 A. No.

9 Q. And did anybody at Bright Builders ever tell you you can't  
10 do that, or even ask you any questions about whether you had  
11 the right to do that?

12 A. No.

13 MR. PATTERSON: No further questions, Your Honor.

14 THE COURT: All right. Anything else?

15 MR. LIZZI: May it please the court?

16 THE COURT: All right.

17 RE-CROSS-EXAMINATION

18 BY MR. LIZZI:

19 Q. Mr. Prince, at any time did you think that you were dealing  
20 with Auction Success Group?

21 A. No, I always thought it was Bright Builders.

22 Q. And did anybody ever clarify for you any differently?

23 A. No.

24 Q. And you talked about turning the switch off, after you were  
25 sued you turned -- you turned the switch off?