

Doc. 132

**Excerpts of Jury Trial Testimony of
Greg Cole**

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

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| 3 | ROGER CLEVELAND GOLF |) | C/A No. 2:09-2119-MBS |
| 4 | COMPANY, INC., |) | |
| | |) | |
| 5 | |) | |
| | Plaintiff, |) | |
| 6 | |) | |
| | |) | |
| 7 | VERSUS |) | Columbia, SC |
| | |) | March 8, 2011 and |
| 8 | |) | March 9, 2011 |
| | |) | |
| 9 | CHRISTOPHER PRINCE, PRINCE |) | |
| | DISTRIBUTION, LLC, and |) | |
| 10 | BRIGHT BUILDERS, INC., |) | |
| | |) | |
| | Defendants. |) | |
| 11 | |) | |
| | ----- |) | |

EXCERPT OF JURY TRIAL
TESTIMONY OF GREGORY PAUL COLE

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

Appearances:

| | | |
|----|-----------------------------------|---------------------------------|
| 19 | For the Plaintiff: | JEFFREY S. PATTERSON, ESQ. |
| | | JOHN C. MCELWAIN, ESQ. |
| 20 | | 151 Meeting Street, Sixth Floor |
| | | Charleston, SC 29401 |
| 21 | | |
| 22 | For Defendant Prince: | CHRISTOPHER D. LIZZI, ESQ. |
| | | 36 Broad Street |
| | | Charleston, SC 29401 |
| 23 | | |
| 24 | For Defendant Bright Builders: | PAUL J. DOOLITTLE, ESQ. |
| | | DOUGLAS M. FRASER, ESQ. |
| | | P.O. Box 2579 |
| 25 | | Charleston, SC 29401 |

1 Court Reporter: Gary N. Smith, CM
 2 901 Richland Street
 3 Columbia, SC 29201
 4 (803) 256-7743

5 Stenotype/Computer-Aided Transcription

6 * * * * *

7 (Testimony on March 8, 2011)

8 MR. PATTERSON: Your Honor, our next witness will be
 9 Defendant Greg Cole.

10 THE COURT: You may call him.

11 GREGORY PAUL COLE, SWORN

12 DIRECT EXAMINATION

13 BY MR. PATTERSON:

14 Q. Good afternoon, Mr. Cole. Could you state your full name
 15 for the record?

16 A. Yes, Gregory Paul Cole.

17 Q. And where are you presently employed, Mr. Cole?

18 A. At Bright Business Center and eSilverBullet.

19 Q. Do you also have a position with Bright Business,
 20 Incorporated?

21 A. No.

22 Q. Are you the sole shareholder of Bright Business,
 23 Incorporated?

24 A. No.

25 Q. Who owns Bright Business, Incorporated?

A. I'm not familiar with a business with that name.

Q. Is it Bright Builders, Incorporated?

- 1 A. Would you please ask your question again, then?
- 2 Q. Sure. Bright Builders, Incorporated, are you familiar with
3 that name?
- 4 A. Yes.
- 5 Q. And is that a company that you are the sole shareholder of?
- 6 A. Yes.
- 7 Q. And can you tell me and tell the jury what the business is
8 of Bright Builders, Incorporated?
- 9 A. Bright Builders sells access to software, e-commerce
10 software, as well as formerly did training through -- made
11 available training on that software and e-commerce.
- 12 Q. How long have you been the sole shareholder of Bright
13 Builders, Incorporated?
- 14 A. Since 2009.
- 15 Q. Does Bright Builders, Incorporated, provide services to
16 individuals like Mr. Prince and other clients who are trying to
17 build web sites?
- 18 A. Yes.
- 19 Q. And does Bright Builders, Incorporated, have any current
20 employees?
- 21 A. No.
- 22 Q. Who provides the services then to Mr. Prince and other
23 clients?
- 24 A. To Mr. Prince was employees of Bright Business Center.
- 25 Q. And who owns Bright --

1 sessions?

2 A. Okay.

3 Q. This appears to be a multipage document describing the
4 coaching sessions that Bright Builders was providing; is that
5 correct?

6 A. Yes.

7 Q. And is this an accurate description of what coaching Bright
8 Builders offered back in 2008?

9 A. It looks like it, yes.

10 Q. And if you look at Exhibit 10, looks like the welcome
11 letter that Bright Builders sent to Christopher Prince. Again,
12 this is multipage document which describes a number of products
13 and services that Bright Builders could provide.

14 Would those have all been products and services that
15 Bright Builders was providing directly or indirectly through
16 Bright Business Centers back in 2008?

17 A. Yes.

18 Q. In registering the domain name copycatclubs.com and
19 actually any of the other domain names that Mr. Prince
20 registered, would he have used Bright Builders, Incorporated,
21 software to register that domain name?

22 A. Yes, he would.

23 Q. And was he charged by Bright Builders for that service?

24 A. I believe he was.

25 Q. And also, Bright Builders charged Mr. Prince for hosting --

1 that risk?

2 A. Yes.

3 Q. And can you tell me what internal policies or procedures
4 did Bright Builders, Incorporated, have in place to insure that
5 clients complied with this section 4.3?

6 A. We look for complaints that our customer was infringing and
7 we would take care of them if we received a complaint.

8 Q. What I want to focus on is, what did Bright Builders,
9 Incorporated, do internally to insure that it's client complied
10 with this policy?

11 A. I don't know any specific.

12 Q. Isn't it true that Bright Builders, Incorporated, had no
13 internal policies or procedures to insure that its clients
14 complied with non-infringement policies?

15 A. To insure?

16 Q. Yes. What policies or procedures if any did Bright
17 Builders, Incorporated, have in place to insure that clients
18 using Bright Builder's services didn't infringe on other third
19 parties' intellectual property rights?

20 A. If we were made aware in any way that there was an
21 infringement we would take whatever action that we understood
22 was necessary.

23 Q. And when you are talking about "If you are made aware," you
24 mean if a third party contacts you and says, "One of your web
25 sites is infringing on my intellectual property rights"?

1 A. Yes.

2 Q. Okay. Setting that aside, which is, that is, what a third
3 party does, I want to know what did Bright Builders,
4 Incorporated, do to insure that its clients that it was getting
5 paid from did not run afoul of Section 4.3, the
6 non-infringement provision?

7 A. Sir, I believe we would respond to any issue -- that is
8 what Bright Builders would do, was respond to a concern or an
9 issue.

10 Q. And that is a concern or issue raised by a third party?

11 A. Raised by any party, but yes.

12 Q. So other than a third party potentially complaining, Bright
13 Builders, Inc., itself didn't do anything to insure that its
14 clients complied with this?

15 A. No.

16 Q. You didn't do any spot checking, any audits of web sites on
17 some periodic basis to determine what they were selling and
18 whether it was legitimate or not legitimate?

19 A. No.

20 Q. Did you look at the domain names that people were using to
21 determine whether or not the domain names suggested that they
22 could be selling counterfeit or copied products?

23 A. No, we did not.

24 Q. And is that because it's your position that that's not your
25 responsibility?

1 A. No.

2 Q. Did any members or any entities that you are affiliated
3 with have any ownership interest in Auction Success Group in
4 2008?

5 A. No.

6 Q. Now it is your contention that this internet agreement or
7 internet program provided by Bright Builders was sold to my
8 client by Auction Success Group; is that correct?

9 A. Yes.

10 Q. Now, how much was Auction Success Group paid out of the
11 \$10,220 that was received from Mr. Prince?

12 A. They received all that money.

13 Q. Okay. And how much was Bright Builders paid out of those
14 funds that was received by Auction Success Group?

15 A. I don't have the exact figure.

16 Q. Can you give me an approximate?

17 A. I believe somewhere around \$1,000.

18 Q. So, Auction Success Group sells your product for \$10,200
19 and you get \$1,000 for having to provide all of the work?

20 A. Yes.

21 Q. And Auction Success Group only signed people up and did
22 internet advertising?

23 A. I don't know how they went about that.

24 Q. So you have an internet sales company; is that correct?

25 You teach people how to build web sites and become successful

- 1 in marketing businesses on the internet; is that correct?
- 2 A. Bright Business Center was a training company on
3 e-commerce.
- 4 Q. With all of that expertise, you were fine with letting
5 Auction Success Group receive \$9,000 and you only took \$1,000?
- 6 A. We sold our products for a wholesale price, we didn't
7 dictate what their retail price was.
- 8 Q. What service to Mr. Prince did Auction Success Group
9 provide?
- 10 A. That would have been between Mr. Prince and Auction Success
11 Group.
- 12 Q. Let me see -- we will go to Exhibit Number 12, do you have
13 that there in front of you?
- 14 A. Well, let me look. Yep.
- 15 Q. Now, captioned at the beginning is Bright Builders Internet
16 Program, correct?
- 17 A. Yes.
- 18 Q. And it has y'all's fax number under that, correct, at that
19 time?
- 20 A. I don't recognize the number but it could have been.
- 21 Q. And we go down to products, there's a Bright Builders
22 package for 1995?
- 23 A. Yes.
- 24 Q. How much did y'all charge for the Bright Builders' package?
- 25 A. I don't remember specifically.

1 A. No.

2 Q. You don't get a corporate company car?

3 A. No.

4 Q. So the only income that you receive is the salary and
5 income you discussed?

6 A. That's correct.

7 Q. We have heard a lot, Mr. Cole, about copycatclubs.com.

8 When you hear the word "copycat," what does it mean to you,
9 sir?

10 A. Well, when I originally heard it I thought of, you know,
11 things like when you go to the store and buy generic Advil, you
12 know, it's a kind of a copy of the Advil brand, or ibuprofen;
13 acetaminophen, Tylenol. That was what I originally thought
14 about when I heard that.

15 Q. Did you relate it to golf clubs in particular? What did
16 you think copycatclubs.com was before you were sued by
17 Cleveland Golf?

18 A. I wasn't aware of the copycatclubs.com web site, but when I
19 first heard of it I thought that it meant what the gentleman
20 from Cleveland mentioned the other day --

21 MR. PATTERSON: I will object on relevance. He says
22 he never heard of it before this lawsuit, I think what he
23 thought is irrelevant. He wasn't the one who dealt with
24 Mr. Prince, what he thought of it afterwards doesn't matter.

25 THE COURT: Rephrase your question.

1 BY MR. DOOLITTLE:

2 Q. Have you reviewed the site copycatclubs.com?

3 A. I have reviewed what I have seen from the investigation of
4 this case, yes.

5 Q. Is that because -- why is that, sir?

6 A. The site didn't exist when we heard about it.

7 Q. The site didn't exist when you heard about it. Can you
8 tell me when you first heard about it?

9 A. We first heard about it when we received the notification
10 from the court. I believe that was in February or March of
11 2010.

12 Q. What notification did you receive from the court? What do
13 you mean?

14 A. I received, I guess, the lawsuit papers.

15 Q. Okay. And so you were sued; is that correct?

16 A. Yeah, we were. And we first didn't understand -- you know,
17 we thought it was just a mistake of some kind, a
18 misunderstanding. We tried to -- we thought, "Well, gee, we
19 will just give them the information." We looked through the
20 notes and we thought, "Well, we didn't have anything to do with
21 this." We thought if we just called that they would understand
22 that we hadn't participated, didn't know anything about it, and
23 we will be able to straighten out the issue.

24 Q. Specifically with regards to copycatclubs.com, you were not
25 able to review the actual site content on that web site; is

1 that correct?

2 A. No. Mr. Prince had deleted all of the content well before
3 we received that notification.

4 Q. Okay. So you have never seen the content that was on the
5 web site copycatclubs.com?

6 A. No, other than the printouts that we received.

7 Q. Those are the screen shots that were done by Cleveland
8 Golf; is that correct?

9 A. That's correct.

10 Q. Just so we are clear, let me hand you Exhibit Number 15 and
11 ask if that is what you are referring to, sir?

12 A. Yes, this is the -- what was included in the lawsuit papers
13 that we received, I believe.

14 Q. Okay. And after you received the lawsuit papers, did you
15 go to copycatclubs.com to see what was there?

16 A. Yeah, we looked and it was -- obviously we could
17 immediately tell that there was nothing there. And we looked
18 through the notes and saw that the last communication that one
19 of our staff had, that there was nothing there at that time,
20 which was months before that.

21 Q. And did anybody at Bright Builders remove the contents from
22 copycatclubs.com?

23 A. No, we don't typically remove content.

24 Q. At any point in time had you reviewed copycatclubs.com
25 since its inception?

1 A. No.

2 Q. Now, I know you mentioned earlier that you reviewed, for
3 instance, HandsOnTools.com. Why would you review
4 HandsOnTools.com and not copycatclubs.com?

5 A. Well, he was one of our higher end customers, as well as
6 one of the early customers that I had that I actually worked
7 with personally, when I was developing the software. And so I
8 was familiar with him and his web site.

9 We also wrote an -- information about how he was
10 successful, and some of the things that he did. We used him as
11 a case study, oftentimes, to provide information and kind of
12 success stories out to other customers. We often wrote success
13 stories on more successful clients, to send out his information
14 to help other clients.

15 Q. We heard Ms. Davies talk about groups that looked at web
16 sites that were some of your bigger sellers.

17 A. Uh-huh.

18 Q. Would that have been -- is that -- did that have any
19 relevance to why HandsOnTools.com was looked at?

20 A. Yes, it did. We kind of had our \$200,000 club of clients,
21 that did over \$200,000 in business, HandsOnTools was in that.
22 And we had a writer who would write up those stories and submit
23 those, and send those out as newsletter articles to our
24 clients.

25 Q. And why would you do this?

1 corporation. He can just ask what his personal knowledge is.

2 THE COURT: Sustained. Rephrase your question.

3 BY MR. DOOLITTLE:

4 Q. Do you have any personal knowledge as to whether or not
5 anybody from Bright Builders, Inc., or Bright Business Center
6 has ever generated any of the content we see in Exhibit 15 for
7 copycatclubs.com?

8 A. I reviewed all of the notes and communicated with those who
9 trained Mr. Prince --

10 MR. PATTERSON: Your Honor, again, I think his answer
11 has got to be limited to his personal knowledge. I think he
12 can -- he's talking about communications he has had with other
13 people that haven't been witnesses here. He can testify to
14 what he personally knows, not --

15 THE COURT: Sustained.

16 BY MR. DOOLITTLE:

17 Q. Mr. Cole, do you have any personal knowledge that you
18 drafted anything, that anybody from Bright Builders, Inc., or
19 Bright Business Center drafted any of the content as we see it
20 on Exhibit 15 for copycatclubs.com?

21 A. No. It is my belief that nobody at Bright Builders drafted
22 any content that was included on the web site of Mr. Prince.

23 Q. And you reviewed the notes from Mr. Prince's account; is
24 that correct, sir?

25 A. I did.

1 A. Yeah, yeah. They may be trying to format it a specific way
2 or something like that, and they would call into technical
3 support and say, "Hey, I can't get this table on this page to
4 format correctly," and occasionally a tech support person would
5 look at that and help them to get that formatted correctly.
6 But they certainly wouldn't write any copy or change any words
7 that were on that page.

8 Q. Does Bright Builders, Inc., or Bright Business Center
9 receive any commissions from the sale of any products of any of
10 your clients' web sites?

11 A. No.

12 Q. Do you receive any percentage of the sales of any of the
13 clients' web sites?

14 A. No.

15 Q. Mr. Cole, we do know from the notes that -- we do know that
16 Mr. Prince purchased the domain name copycatclubs.com; is that
17 true?

18 A. Yes, we know that from reviewing his account.

19 Q. Okay. Do we know what was on the web -- on that site the
20 day he purchased it?

21 A. No, we don't. And it could have been nothing. I heard him
22 testify that the My Scrubs for You he bought before he even
23 built the web site, so it's possible that he didn't have
24 anything on his web site.

25 Q. So, it's possible that when you registered that there was

1 nothing on the web site whatsoever?

2 A. It's possible.

3 Q. Have you heard any evidence in this courtroom about what
4 was on the web site --

5 THE COURT: That's an inappropriate question.

6 BY MR. DOOLITTLE:

7 Q. Mr. Cole, is there any financial incentive on behalf of
8 Bright Builders, Inc., or Bright Business Center to teach
9 people how to sell counterfeit goods?

10 A. No. In fact, there would be a disincentive since obviously
11 that would probably lead that customer to fail in their
12 business and we would not have them as a client any more.

13 Q. The Cleveland Golf Clubs that were sold to the mystery
14 buyer, did Bright Builders, Inc., or Bright Builders Business
15 Center sell the clubs themselves?

16 A. No, we had no interaction with the sales of Mr. Prince.

17 Q. So, were you involved in the shipping of those clubs?

18 A. No.

19 Q. Were you involved in the purchase of those clubs?

20 A. No.

21 Q. Did you have any knowledge that those clubs were even sold?

22 A. No, we didn't.

23 Q. Mr. Cole, let's talk about -- we have heard a lot about
24 copycatclubs.com. If you went to copycatclubs.com and it sent
25 up a red flag to you and you thought, "Boy, I need to do

1 it back up at 10:30?

2 A. He could.

3 Q. Then if you go look and check the site again and find it is
4 back up, what would you do then?

5 A. Well, obviously that would -- I guess we would have to call
6 Cleveland again.

7 Q. Okay.

8 A. Start the process --

9 Q. Why would you have to call Cleveland a second time?

10 A. Well, it's possible that between then Mr. Prince found out
11 that, oh, he needed to get a license that he didn't have, and
12 maybe he had worked it out by then and was able to put those
13 products on his web site.

14 THE COURT: I'm not sure where you are going with
15 this line of questioning. It's a lot of speculation, so I just
16 don't understand where you are going with it. He's speculating
17 as to what he would do if, but I'm not sure where you are going
18 with that.

19 MR. DOOLITTLE: That's all the questions I have on
20 that line, Your Honor.

21 BY MR. DOOLITTLE:

22 Q. Let me ask you, Mr. Cole, how many other times of
23 counterfeiting in the history of Bright Builders, Inc., have
24 you been -- anybody has used your web sites or your web posting
25 services to commit counterfeiting?

1 A. I'm not positive on counterfeiting. We have received some
2 notices in the past of an issue of either copyright or a
3 trademark issue, of which we have handled about, I think,
4 seven -- seven of those in the past.

5 Q. So, seven total since 1999?

6 A. Yes.

7 Q. Would Cleveland Golf be one of the seven, or seven in
8 addition to Cleveland Golf?

9 A. I believe they would be in addition to that.

10 Q. Is there -- have you ever been sued for any of those other
11 seven indications of counterfeiting?

12 A. No. And each one of those cases we simply -- our hosting
13 provider actually would receive a letter stating that there was
14 either a copyright issue, and they typically followed the
15 Digital Millennium Copyright Act, and notify us as the hosting
16 provider. Verio would pass this on to us and ask us to take
17 care of it, and of which we would do.

18 We would contact the client, give them a 24-hour
19 period to take that content off, or give us notice that they
20 believed it was valid content that we could return to the
21 person who sent us the notice.

22 Q. Okay. And while we are talking about that, Verio was the
23 host of Mr. Prince's web site; is that correct?

24 A. That's correct.

25 Q. So, it wasn't housed on a Bright Builders' server anywhere

- 1 A. I believe so, yes.
- 2 Q. All right. Next he purchased -- two months of mentoring?
- 3 Does that say two months there, sir?
- 4 A. Yes.
- 5 Q. Is that correct?
- 6 A. Yes, that is what is marked.
- 7 Q. Did he receive two months of mentoring?
- 8 A. He did.
- 9 Q. Next line down, additional mentoring of five months. Did
- 10 he receive the additional mentoring of five months?
- 11 A. Yes, he did.
- 12 Q. Can you explain, is there a difference between the
- 13 mentoring of two months and the additional mentoring of five
- 14 months? Is there a difference in the services provided?
- 15 A. I'm not sure actually why Austin Success Group broke it out
- 16 that way. They probably had a minimum that they wanted to
- 17 include with any package they sold, and so they probably have
- 18 the two months as their minimum, and then had additional months
- 19 that were available. But it would be up to Austin Success
- 20 Group to package it however they would like.
- 21 Q. Explain for us what the mentoring services are, sir.
- 22 A. The mentoring services, basically, again, our ability to
- 23 teach the customer the fundamentals of e-commerce, particularly
- 24 to the software that we owned and part of our business.
- 25 So we talked to them about, obviously, research, how

1 to understand the marketplaces, how to understand sellability
2 of products, creating effective methodology of requirements of
3 sales copy.

4 For example, you know, when you write an ad for eBay,
5 you should include both benefits and features. Features are a
6 description of the product, benefits is kind of why you want
7 that product.

8 People often purchase because -- not because just the
9 product, but because they understand a need for that product.
10 So we teach those fundamentals of writing ad copy principles,
11 as well as, obviously, then web site principles, what a search
12 engine is, what a search -- what additional search capabilities
13 there are. What the different types of entities are on the
14 internet, how to effectively, you know, create a web site,
15 organize a web site, the fundamentals that are necessary of
16 building a web site.

17 Q. Did Mr. Prince receive all of that instruction?

18 A. No.

19 Q. Is mentoring a one-way or two-way street?

20 A. Well, teaching is usually a two-way street, and you have to
21 have a teacher and a learner.

22 Q. Why did he not receive all the services that you just
23 mentioned?

24 A. Because he didn't -- apparently didn't participate in a lot
25 of the classes and the available information that was there.

1 Q. How many webinars do you have available for individuals
2 such as Mr. Prince? How many webinars were available for
3 Mr. Prince?

4 A. I believe there were about 10 at the time.

5 Q. How many did he actually attend?

6 A. Part of one, from the notes.

7 Q. And real quickly, we have heard the term before, can you
8 explain to the ladies and gentlemen of the jury what a webinar
9 is?

10 A. Sure. A webinar basically was kind of a classroom
11 environment where an instructor would present materials using
12 the internet and conversation. So basically you are able to
13 look at the screen as well as hear an instructor. Just kind of
14 a classroom environment where you would have multiple people
15 receiving instructions at the same time.

16 They would watch the presentation, we are able to
17 actually show the software at the time of the training. So
18 sometimes the instructor would actually have the software up on
19 the screen so that the client could be at home seeing what he
20 was doing, watching the demonstration of how to do whatever was
21 involved in that instruction.

22 You could actually show internet web sites if you
23 were doing teaching about SEO. You could go in and show maybe
24 how to use a Google AdWords account, and things like that.

25 Q. Let's talk about the SEO marketing, did he receive any SEO

1 marketing?

2 A. No, he did not.

3 Q. Why not?

4 A. I don't know, other than he never requested it. Even
5 though he received initially a package that described what it
6 was, what steps that were required -- that he needed to follow
7 in order to receive that.

8 Q. Help me to understand that. Is it -- does Bright Builders
9 go out and do SEO, or does the client have to actually request
10 the SEO services?

11 A. Yeah, they would have to request it when they were ready
12 for it. Obviously, if you don't have a web site or content on
13 a web site, you don't want to do any SEO for it. For example,
14 he talked about My Scrubs for You, if we had just done SEO
15 when, say, the first time he registered a domain name,
16 obviously he didn't have any content on his web site, so it
17 wasn't prepared to do any key word analysis or any of the other
18 functions that were part of that package, so --

19 Q. You have got to slow down a little bit for me because I'm
20 totally getting lost here. Let's back up. What is SEO, what
21 is search engine optimization?

22 A. Search engine optimization basically is the method of
23 making your site tuned as -- for the search engine so that --
24 search engines have what they call spiders. It's basically a
25 little request -- a -- they call a bot that comes out to your

1 Q. What does that mean to you, sir?

2 A. Again, similar concept on a web page, I described what the
3 search engines are looking for, specific things. The titles
4 and descriptions -- descriptions are actually in the meta tag,
5 which is kind of a location that some search engines look at
6 for information about a web page.

7 The title is what you see when you click on a web
8 page that shows up at the top of your screen, just another
9 effective way to help a web site over time to receive traffic
10 from generic and organic search engine traffic.

11 Q. Does tip 3 mean to copy and paste from somebody else's web
12 site?

13 A. No, it says write your own.

14 Q. And the remaining tips throughout this document, do any of
15 these tips tell you to copy and paste from other people's web
16 sites?

17 A. No, they do not.

18 Q. Do any of the tips in any of the materials that you provide
19 tell you to sell counterfeit products?

20 A. No.

21 Q. Let me show you Exhibits 13 and 14, these are the daily
22 invoices. Do you recall seeing these exhibits earlier?

23 A. Yes, I do.

24 Q. Okay. We know that copycatclubs.com was registered on
25 August 31st, 2008; is that correct?

- 1 A. That's what the invoice says.
- 2 Q. But we don't know if there was any content when you
3 registered this site?
- 4 A. That's correct.
- 5 Q. Got the invoice of August 2009, the domain registration of
6 copycatclubs, is that a new registration or a renewal?
- 7 A. That would be the renewal.
- 8 Q. Okay. Do we know what content was on the site at this
9 point of the renewal?
- 10 A. No, we do not.
- 11 Q. We don't know what was on there August 1st, 2009, do we?
- 12 A. No.
- 13 Q. Instead of going through Exhibit 16, let me just ask you a
14 few questions. Number 16 is the hosting agreement, are you
15 familiar with this document?
- 16 A. Yes, I am.
- 17 Q. You are familiar with this document, are you not?
- 18 A. Yes, I am.
- 19 Q. You are familiar with the provisions regarding -- in 7.0
20 regarding ownership rights?
- 21 A. Yes, I am.
- 22 Q. And who maintains ownership rights?
- 23 A. It states that the client owns all of the content that they
24 place on their web site.
- 25 Q. So, Christopher Prince would always maintain the ownership