

# **Exhibit B**

34235/01504  
DISC

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

Roger Cleveland Golf Company, Inc.,            ) Civil Action No. 2:09-2119-MBS  
  ) )  
  ) Plaintiff,    ) )  
  ) )  
  ) vs.    ) )  
  ) )  
Christopher Prince, Sheldon Shelley and        ) )  
Prince Distribution, LLC.                            ) )  
  ) )  
  ) Defendants.                                        ) )

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**PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS**

Plaintiff, Roger Cleveland Golf Company, Inc. (the "Plaintiff" or "Cleveland Golf"), pursuant to Fed. R. Civ. P. 34, requests that Defendants Christopher Prince and Prince Distribution, LLC (collectively, "Defendants") produce the following documents within thirty (30) days to the office of Plaintiff's attorney, Janene B. Smith, Nelson Mullins Riley & Scarborough LLP, 151 Meeting Street / Sixth Floor, Post Office Box 1806 (29402-1806), Charleston, SC 29401-2239:

**INTRODUCTION AND DEFINITIONS**

1. You are to produce to Plaintiff's attorney, Janene B. Smith, Nelson Mullins Riley & Scarborough LLP, all documents set forth below that are in your possession, custody or control and that meet the descriptions, directly or indirectly, set forth in each such category.
2. If you claim any privilege or immunity from discovery with regard to any documents sought herein, then please provide the following information as to each document to which such claim is made: (a) its date; (b) the name and address of its maker; (c) the name and address of each person listed as an addressee; (d) the name and address of each

person who has seen or reviewed each such document; (e) a brief description of its subject matter; (f) the nature of privilege or immunity claimed; and (g) a summary of all facts and circumstances upon which such claim is based.

3. Whenever it is impractical to produce the original document requested, photocopies may be made of such original documents. Photographs supplied pursuant to this request or prints thereof shall be paid for by Plaintiff upon presentation of a bill from any person preparing such photographs or prints.
4. This demand is to include all after-acquired documents of the type made reference to in the request. You are therefore requested to update the production of documents by forwarding copies to Plaintiff or putting Plaintiff on notice as to any after-acquired material.
5. As used herein, the term "person" means natural individuals and legal entities.
6. As used herein, the term "document" means all original writings of any nature whatsoever and all non-identical copies thereof in your possession, custody or control regardless of where located, and all other documents of which you have knowledge and includes, but is not limited to, correspondence, diagrams, other written communications, data processing storage units, tapes, contracts, videocassettes, agreements, notes, schedules, summaries, compilations, analyses, memoranda indices, work papers, studies, surveys, internal and external reports, diaries, calendars, films, photographs, minutes of meetings, invoices, receipts, bills, orders, confirmations, bills of lading, delivery receipts, and all other documents as defined by Fed. R. Civ. P. 34. Where any copy or copies of any document whose identification or production is sought is not identical to any other copy thereof, by reason of any alterations, notes, comments or other materials contained thereon or

attached thereto, or otherwise, all such nonidentical copies shall be identified and produced. Documents that are physically attached to each other in Defendant's file shall be left so attached when produced.

7. As used herein, the term "communication" or "communications" shall mean oral and written conversations and non-verbal communications, including without limitation, gestures, eye and body movements, intended or understood as conveying a particular message.
8. As used herein, the term "date" means the exact date, month and year, if ascertainable, or if not, the best approximation thereof, with a statement that such is an approximation.
9. As used herein, the singular shall be deemed to include the plural, and the masculine gender to include the feminine or neuter, where the context or circumstances so require or permit.
10. As used herein, the words "and" and "or" shall, where the circumstances so permit, be construed to mean "and/or."
11. As used herein, the word "by" shall, where the circumstances so permit, be construed to mean "by or on behalf of."
12. As used herein, the word "concerning" shall, where the circumstances so permit, be construed to mean "concerning," "referring to," "describing," "evidencing," or "constituting."
13. As used herein, the term "Defendants" "you" or "your" shall refer to Defendant Christopher Prince and Prince Distribution, LLC collectively, or any other individual or entity acting on their behalf.

14. As used herein, the term "Cleveland Golf" shall refer, without limitation, to Plaintiff Roger Cleveland Golf Company, Inc. and its officers, directors, agents, employees, and related or affiliated entities.
15. As used herein, the term "Websites" shall refer to the websites copycatclubs.com, worldtimegolf.com, myscrubs4u.com, and legacygolfclubs.com, which are referred to in Plaintiff's Complaint, as well as any other website registered to, owned by or associated with you through which golf clubs have been sold or offered for sale.

#### **DOCUMENT REQUESTS**

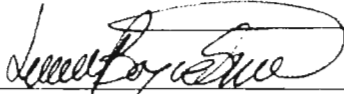
1. All documents that you reviewed or relied upon in preparing your Answer in this action or which are identified therein.
2. All documents identified or relied upon in your responses to Plaintiff's First Set of Interrogatories as well as any and all documents reviewed or consulted in preparation of your responses to Plaintiff's First Set of Interrogatories.
3. All invoices, statements, bills, receipts, contracts or any other documents that show or indicate the source or supplier, past or present, of the components of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
4. All emails or communications you had with the source of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
5. All invoices, statements, bills, receipts, contracts or any other documents that show or indicate the distributors, past or present, of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
6. All bank statements from accounts used to buy or sell golf clubs from 2006 to present.

7. All invoices, statements, bills, receipts or any other documents that show or indicate the monthly and yearly total sales of golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
8. All invoices, statements, bills, receipts or any other documents that show or indicate gross profit and net profit for sales of the golf clubs sold through the Websites or through means other than the Websites from the date of first sale of the golf clubs to the present.
9. All invoices, statements, bills, receipts or any other documents that show or indicate expenses or deductions from the gross profit for the golf clubs sold through the Websites or through means other than the Websites from the date of first sale of the golf clubs to the present.
10. Christopher Prince's federal and state tax filings for the years 2006, 2007 and 2008.
11. Prince Distribution, LLC's federal and state tax filings for the years 2006, 2007 and 2008.
12. Christopher Prince's financial statements for the years 2006, 2007, 2008 and 2009.
13. Prince Distribution, LLC's financial statements for the years 2006, 2007, 2008 and 2009.
14. All communications and documents between Defendants and any of their distributors concerning the marketing, advertising, or product placement of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
15. A sample of each different webpage, brochure, television advertisement, instructional DVDs, flyer, price sheet, advertisement, mailer, or other item of promotional material ever used in the marketing or sale of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.

16. All documents evidencing or referring to communications with or between actual or potential customers pertaining to the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
17. All documents that support or rebut your contention that the golf clubs sold through the Websites or through means other than the Websites are not an exact copy of the Cleveland Golf golf clubs as set forth by your denial of paragraph 26 of the Complaint.
18. All documents that show or evidence the number of visitors to the Websites and all webpages linked therefrom, from 2006 to the present.
19. All documents that show or evidence instances in which a person has been confused, mistaken or deceived between the golf clubs sold through the Websites or through means other than the Websites and Cleveland Golf as the source of the golf clubs at issue in this case.
20. All documents referring or relating to actual or planned advertising or promotion of the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
21. All documents referring or relating to the channels of trade used by Defendants to sell or distribute the golf clubs sold through the Websites or through means other than the Websites from 2006 to present.
22. All communications between you and Defendant Sheldon Shelley regarding the sale of golf clubs.

These requests for production shall be deemed continuing so as to require supplemental responses prior to trial.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By:  \_\_\_\_\_

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January 22, 2010