

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.)
) **DEFENDANT BRIGHT BUILDERS,**
) **INC.'S MOTION FOR SUMMARY**
Christopher Prince, Sheldon Shelley, Prince) **JUDGMENT**
Distribution, LLC, and Bright Builders,)
Inc.)
)
) Defendants.)

The Defendant, Bright Builders, Inc., hereby moves this Honorable Court for summary judgment in the above referenced matter.

The Plaintiff filed this action originally against Defendant Prince for selling fake Cleveland golf clubs. The Defendant Prince has since admitted such liability. Sometime thereafter, Plaintiff amended to include Bright Builders. Bright Builders' sole involvement in this case is as a web hosting entity. Specifically, Bright Builders sold a package to Mr. Prince involving helping him establish an online business. At no point in time was Bright Builders aware that Mr. Prince was engaged in illegal activities such as selling fake Cleveland golf clubs.

There is no allegation that Bright Builders in any way conspired with or profited from the Defendant Prince selling of illegal golf clubs. In fact, to the best of this Defendant's knowledge, only one sale was made by the Defendant Prince, and that was to a representative of Cleveland Golf Company, which precipitated the original lawsuit. There is no evidence that Bright Builders participated in any profits derived from Mr. Prince by selling fake Cleveland golf clubs. Additionally there is no evidence that Bright

Builders knew that Mr. Prince was selling fake golf clubs. Rather, the Plaintiff simply states that by hosting the website upon which Mr. Prince used to market his golf clubs, such makes Bright Builders an accomplice and/or an aider and abettor to Prince's admitted violations of the Landham Act. This simply cannot be true. There is no factual evidence supporting this allegation. Further, there is no case law which supports extension of liability to a web hoster for activities occurring and completely directed by someone other than the web hoster.

WHEREFORE, Defendant Bright Builders moves for summary judgment on all causes of action and a complete dismissal of this matter as well as for cost and fees associated with this matter.

Respectfully submitted,

s/Paul J. Doolittle

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