

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, Prince Distribution,	)	
LLC, and Bright Builders, Inc.,	)	
	)	
Defendants.	)	
_____	)	

**VERDICT FORM**

We, the jury, find the following:

The Court has concluded that Christopher Prince and Prince Distribution, LLC are liable for trademark counterfeiting and infringement in violation of the Lanham Act.

1. Was **Christopher Prince and/or Prince Distribution, LLC's** conduct willful?

Yes       No

If you found that **Christopher Prince and/or Prince Distribution LLC's** conduct was willful, what amount of statutory damages per mark do you assess against these defendants for trademark counterfeiting and infringement? \$ 2,500.00

If you found that **Christopher Prince and/or Prince Distribution LLC's** conduct was not willful, what amount of statutory damages per mark do you assess against these defendants for trademark counterfeiting and infringement? \$ \_\_\_\_\_

2. Has Cleveland Golf proven by a preponderance of the evidence that **Bright Builders, Inc.** is liable for contributory or vicarious trademark counterfeiting and infringement?

Yes       No

3. If the answer to question 2 is yes, was **Bright Builders, Inc.**'s conduct willful?

Yes  No

If you found that **Bright Builders, Inc.**'s conduct was willful, what amount of statutory damages per mark do you assess against this defendant for trademark counterfeiting and infringement? \$ 70,000.00

If you found that **Bright Builders, Inc.**'s conduct was not willful, what amount of statutory damages per mark do you assess against this defendant for trademark counterfeiting and infringement? \$ \_\_\_\_\_

4. Has Cleveland Golf proven by a preponderance of the evidence that **Christopher Prince and/or Prince Distribution, LLC** violated the South Carolina Unfair Trade Practices Act?

Yes  No

5. If the answer to question 4 is yes, what amount of damages do you assess against **Christopher Prince and/or Prince Distribution, LLC**? \$ 250.00

6. If the answer to question 4 is yes, was **Christopher Prince and/or Prince Distribution, LLC**'s conduct willful?

Yes  No


7. Has Cleveland Golf proven by a preponderance of the evidence **Bright Builders, Inc.** violated the South Carolina Unfair Trade Practices Act?

Yes  No

8. If the answer to question 7 is yes, what amount of damages do you assess against **Bright Builders, Inc.**? \$ 250.00

9. If the answer to question 7 is yes, was **Bright Builders, Inc.**'s conduct willful?

Yes       No

  
\_\_\_\_\_  
Foreperson's Signature

  
\_\_\_\_\_  
Foreperson's Printed Name

Columbia, South Carolina  
March 10, 2011