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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91204070
Party	Defendant Tammy L. Goldthorpe fka Tammy Price
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Submission	Testimony For Defendant
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Signature	/Nathan S. Winesett/
Date	04/23/2014
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD**

BRODY CHEMICAL COMPANY, INC.,)	
)	
Opposer,)	
)	
v.)	Opposition No. 91/204,070
TAMMY L. GOLDTHORPE FKA TAMMY PRICE,)	
)	
Applicant.)	

**REDACTED COPIES OF CONFIDENTIAL TRIAL TESTIMONY OF DENNIS
BRUNETTI AND TAMMY GOLDTHORPE**

Applicant submits the enclosed redacted trial depositions of Dennis Brunetti and Tammy Goldthorpe filed on 4/22/2014.

DATED this 23rd day of April, 2014.

Respectfully submitted,

/s/

Nathan S. Winesett
Attorney for Applicant

CERTIFICATE OF DEPOSIT

I hereby certify that this correspondence is being deposited via ESTTA on:

Date of Deposit 4/23/2014 _____ /Nathan S. Winesett/ _____

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **REDACTED COPIES OF CONFIDENTIAL TRIAL TESTIMONY OF DENNIS BRUNETTI AND TAMMY GOLDTHORPE** was served upon Opposer by email to:

DAVID G BRAY
DICKINSON WRIGHT/MARISCAL WEEKS
dbray@dickinsonwright.com

on the 23rd day of April, 2014.

/s/ _____
Nathan S. Winesett

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

Brody Chemical Company, Inc.,)	Deposition of:
)	
Opposer,)	<u>DENNIS BRUNETTI</u>
)	
vs.)	
)	
Goldthorpe, Tammy L. aka Tammy Price,)	Opposition No. 91/204,070
)	
Applicant.)	

May 20, 2013 * 11:50 a.m.

Location: CitiCourt
236 South 300 East
Salt Lake City, Utah

Reporter: Ashley Money, RPR
Notary Public in and for the State of Utah

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A P P E A R A N C E S

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I N D E X

<u>DENNIS BRUNETTI:</u>	<u>PAGE</u>
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1 started a company by the name of Kappa, K-a-p-p-a,
2 Construction Company. I had two other partners. We
3 built a number of subdivisions in and around Salt
4 Lake County.

5 And subsequent to Kappa, I started a
6 company -- another company of my own called Building
7 Inspection Services. That particular company
8 provided primary and secondary home and commercial
9 property site inspections for realtors, banks,
10 Housing -- HUD, Housing Urban Development.

11 About ten years ago, I became an affiliate
12 with a company called Renegade Oil. And on behalf of
13 Renegade Oil, I helped them grow their firm by
14 getting them certified and licensed to provide
15 environmental solutions in the state of Utah.

16 And approximately ten years ago,
17 approximately the same time, I changed the name of
18 Building Inspection Services to what it is now,
19 Information Consultants. It is an LLC. And my
20 operating partner is my wife. Her name is Joanne,
21 J-o-a-n-n-e, same last name.

22 And that's what I'm doing today. I'm
23 still an affiliate with Renegade Oil. I help them
24 when they need me. I bill hourly as a consultant.
25 And the rest of my time is spent doing expert witness

1 MR. BRAY: Objection, form.

2 MR. WINESETT: Let me re-ask the question.

3 A. Okay. Well, yes. Brody Chemical would
4 place their orders on their own through their
5 purchasing people, and we would -- we, Renegade Oil,
6 would deliver the product to Brody. But it was my
7 understanding that Tammy was the influence or the
8 person behind it.

9 Tammy didn't place every order; but at the
10 time, Tammy was working for RCAI and then went to
11 Brody after that.

12 Q. (BY MR. WINESETT) Approximately what
13 years did you supply her with this ingredient through
14 Renegade Oil?

15 A. Again, I think we started somewhere around
16 2003, perhaps, and then it ended, I would say, around
17 2009.

18 Q. Okay.

19 A. 2010, maybe.

20 Q. Was Tammy Goldthorpe the only contact that
21 you had in common with both RCAI and Brody Chemical?

22 A. She -- Tammy was the primary contact;
23 however, as I indicated earlier, upon taking a plant
24 tour of RCAI, I met other people, whose names I
25 cannot remember. And likewise, at Brody Chemical, I

1 had occasion to go to their facility on behalf of --
2 sometimes they would have a problem with the product
3 coagulating, and I had to have Renegade come over and
4 remove the product that was coagulated and bring them
5 new product.

6 But Tammy was affiliated with Brody at --
7 on those occasions when I would go to Brody. Did I
8 answer the question?

9 Q. Well, what I'm asking is, was there
10 anybody else that was -- that you interacted with at
11 RCAI in connection with this product and interacted
12 with at Brody Chemical in connection with this
13 product other than Tammy Price/Tammy Goldthorpe?

14 A. Yes. There were other people place --
15 again, other people placing orders or calling with
16 maybe a minor problem with a product and needed a
17 salesperson or representative from Renegade to come
18 over and look at it, yes.

19 Q. Okay. But you can't remember who any of
20 those other people are?

21 A. No, I can't.

22 Q. So was Tammy Goldthorpe the most
23 significant contact?

24 A. Did you say "most significant" in the
25 question?

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REPORTER'S CERTIFICATE

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I, Ashley Money, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That prior to being examined, the witness, DENNIS BRUNETTI, was by me duly sworn to tell the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in stenotype on May 20, 2013, at the place therein named, and was thereafter transcribed and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that, in accordance with Rule 30(e), a request having been made to review the transcript, a reading copy was sent to Dennis Brunetti for the witness to read and sign under the penalty of perjury and then return to me for filing with Nathan Winesett.

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND AND OFFICIAL SEAL this 28th day of May, 2013.

Ashley Money, RPR
Notary Public
Residing in Salt Lake County

1 Case: Brody Chemical versus Goldthorpe
 Opposition No.: 91/204,070
 2 Reporter: Ashley Money
 Date taken: May 20, 2011
 3

WITNESS CERTIFICATE

4 I, DENNIS BRUNETTI, HEREBY DECLARE:
 5 That I am the witness in the foregoing
 transcript; that I have read the transcript and know
 6 the contents thereof; that with these corrections I
 have noted this transcript truly and accurately
 7 reflects my testimony.

8 PAGE-LINE	CHANGE/CORRECTION	REASON
9 _____	_____	_____
_____	_____	_____
10 _____	_____	_____
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11 _____	_____	_____
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12 _____	_____	_____
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13 _____	_____	_____
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14 _____	_____	_____
_____	_____	_____

15 _____ No corrections were made.

16 I, DENNIS BRUNETTI, HEREBY DECLARE UNDER
 THE PENALTIES OF PERJURY OF THE LAWS OF THE UNITED
 17 STATES OF AMERICA AND THE LAWS OF THE STATE OF UTAH
 THAT THE FOREGOING IS TRUE AND CORRECT.
 18

19 _____
DENNIS BRUNETTI

20 SUBSCRIBED and SWORN to this _____ day
 21 of _____, 2013, at _____

22 _____
23 Notary Public

24
25

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

Brody Chemical Company, Inc.,)	Deposition of:
Opposer,)	<u>TAMMY L. GOLDTHORPE</u>
vs.)	
Goldthorpe, Tammy L. aka Tammy Price,)	Opposition No. 91/204,070
Applicant.)	

May 20, 2013 * 1:30 p.m.

Location: CitiCourt
236 South 300 East
Salt Lake City, Utah

Reporter: Ashley Money, RPR
Notary Public in and for the State of Utah

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I N D E X

<u>TAMMY L. GOLDTHORPE:</u>	<u>PAGE</u>
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E X H I B I T S

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1 Q. Please state your name and address for the
2 record.

3 A. Tammy Goldthorpe, 2750 East 4215 South,
4 Salt Lake City, Utah, 84124.

5 Q. Was your name formerly Tammy Price?

6 A. Yes.

7 Q. Do you have a license agreement with Brody
8 Chemical?

9 A. Yes.

10 Q. What is the license agreement for?

11 A. Slippery Wizard, my product.

12 Q. Is Slippery Wizard your trademark?

13 A. Yes.

14 Q. What is the product that your Slippery
15 Wizard trademark is used in connection with?

16 A. Asphalt release agent.

17 Q. Is Brody Chemical currently in breach of
18 its license agreement?

19 A. Yes.

20 Q. Does Brody Chemical owe you royalties for
21 this license agreement for Slippery Wizard?

22 A. Yes.

23 Q. What is your royalty under this license?

24 A. It's a dollar a gallon for every gallon
25 sold.

1 Q. Does this license agreement have a term in
2 years or any other measure of time?

3 A. No.

4 Q. So it is at-will?

5 A. Yes.

6 Q. Is Brody Chemical currently paying your
7 royalty?

8 A. No.

9 Q. When did they stop paying a royalty?

10 A. 2010.

11 Q. At the end of 2010?

12 A. Yes.

13 Q. I'm placing in front of you a document
14 marked Exhibit 12.

15 MR. WINESETT: We'll just put on the
16 record that 2 of 2 is blank. Is that okay?

17 **(EXHIBIT 12 WAS MARKED.)**

18 MR. WINESETT: Mr. Bray, the second page
19 of this exhibit is blank, but it's 2 of 2. Is it
20 okay if we discard it and acknowledge that it's
21 blank?

22 MR. BRAY: Yes.

23 Q. (BY MR. WINESETT) Mrs. Goldthorpe, do you
24 recognize this document?

25 A. Yes.

1 Q. What is it?

2 A. It's an e-mail that I sent to Brody at
3 Brody Chemical.

4 Q. What is it dated?

5 A. January 3, 2011.

6 Q. Did you want to modify the license?

7 A. Yes.

8 Q. Did you get a response?

9 A. No.

10 (EXHIBIT 13 WAS MARKED.)

11 Q. (BY MR. WINESETT) I'm placing in front of
12 you a document marked as Exhibit 13. Do you
13 recognize this document?

14 A. Yes.

15 Q. What is it?

16 A. It's an e-mail that was sent to Brody
17 Liddiard at Brody Chemical.

18 Q. What is it dated?

19 A. January 11, 2011.

20 Q. Was this letter sent by your attorney on
21 your behalf?

22 A. Yes.

23 Q. Did you formally propose a new license?

24 A. Yes.

25 Q. Did you get a response?

1 A. No.

2 (EXHIBIT 14 WAS MARKED.)

3 Q. (BY MR. WINESETT) I'm placing in front of
4 you a document marked Exhibit 14. Do you recognize
5 this document?

6 A. Yes.

7 Q. What is it?

8 A. It's an e-mail sent to Brody Liddiard from
9 my attorney, you, on behalf of me.

10 Q. Was this a cease and desist letter?

11 A. Yes.

12 Q. Did they demand that you -- sorry. Did
13 you demand that they cease using your Slippery Wizard
14 formula?

15 A. Yes.

16 Q. Did you demand that they cease using your
17 Slippery Wizard mark?

18 A. Yes.

19 Q. Did you demand that they cease using the
20 related marks Clear Wizard and White Wizard?

21 A. Yes.

22 Q. Are you the inventor of the formula used
23 in connection with Slippery Wizard?

24 A. Yes.

25 Q. When did you invent this formula?

1 A. 2002.

2 Q. Was the primary ingredient your idea?

3 A. Yes.

4 Q. What were you doing when you came up with
5 the idea to use the key ingredient in connection with
6 an asphalt release agent?

7 A. I was making breakfast for my children and
8 cleaning up, and the grease is what spurred me.

9 Q. Did you decide to pursue this idea?

10 A. I did.

11 Q. Were you involved with Brody Chemical at
12 that time?

13 A. No.

14 Q. Were you working with anybody at that
15 time?

16 A. Steve Madsen.

17 Q. What was your job with him?

18 A. He did water treatment and kind of took me
19 as -- taught me different things about water
20 treatment, and so he had a chemistry background.

21 Q. Are you a chemist?

22 A. No.

23 Q. Do you have prior experience with
24 industrial chemicals?

25 A. Yes.

1 Q. Did Steve Madsen have any special
2 equipment?

3 A. He did. He had a lab.

4 Q. Did you consult with Steve Madsen on the
5 development of this product?

6 A. Yes.

7 Q. Was Steve Madsen an inventor?

8 A. No.

9 Q. Did he provide you with use of his lab?

10 A. He did.

11 Q. Did he provide you with his general
12 chemistry skills to mix the product?

13 A. He did.

14 MR. WINESETT: For the record, I have the
15 original, but -- for anybody who wants to view it,
16 but we need to keep that, so I'm going mark a copy as
17 an exhibit.

18 (EXHIBIT 15 WAS MARKED.)

19 Q. (BY MR. WINESETT) I'm placing in front of
20 you a document marked Exhibit 15. Do you recognize
21 this document?

22 A. I do.

23 Q. What is it?

24 A. It's an assignment for all rights to the
25 product and the mark given to me from Steve Madsen.

1 Q. Now, you said the product and the mark.
2 Does this also assign the mark or just the --

3 A. The formula.

4 Q. -- the formula?

5 A. Uh-huh (affirmative).

6 Q. Who does he assign it to?

7 A. To me, Tammy Goldthorpe.

8 Q. Did he assign any and all rights to the
9 formula?

10 A. He did.

11 Q. Did he declare that you were the inventor?

12 A. Yes.

13 Q. Did he declare that he had and will
14 continue to keep the formula confidential?

15 A. Yes.

16 (EXHIBIT 16 WAS MARKED.)

17 Q. (BY MR. WINESETT) I'm placing in front of
18 you a document marked Exhibit 16. Do you recognize
19 this document?

20 A. Yes.

21 Q. What is it?

22 A. It's a proposal for asphalt release to
23 RCAI in 2002, the programming, how it works.

24 Q. Who is the proposal from?

25 A. From myself and Steve Madsen.

1 Q. Whose name is listed first?

2 A. Tammy Price, myself.

3 Q. Who is it to?

4 A. RCAI.

5 Q. Did you include Mr. Madsen in this
6 proposal in exchange for his general chemistry
7 services?

8 A. Yes.

9 Q. Did you sell this product through RCAI?

10 A. Yes.

11 Q. What was it called?

12 A. ASA-12.

13 Q. Where did you get the key ingredient when
14 you were selling RCAI?

15 A. Renegade Oil.

16 Q. Did you offer any advertising material in
17 connection with ASA-12?

18 A. Yes.

19 Q. I'm placing in front of you Exhibit 3 from
20 the opposer's case in chief that was produced. Do
21 you recognize this document?

22 A. Yes.

23 Q. What is it?

24 A. It's information on the asphalt release on
25 how the product works and the stability of the

1 product for marketing.

2 Q. Are you the author of this document?

3 A. I am.

4 (EXHIBIT 17 WAS MARKED.)

5 Q. (BY MR. WINESETT) I'm placing in front of
6 you a document marked Exhibit 17. Do you recognize
7 it?

8 A. Yes.

9 Q. What is it?

10 A. It's the same thing but for the ASA-12.
11 It's marketing, and it gives explanation of the
12 product and how it works and so forth.

13 Q. Are you the author of this document?

14 A. I am.

15 Q. Did you write it when you were selling
16 ASA-12 to RCAI?

17 A. Yes.

18 Q. Did you copy this document when writing
19 Exhibit 3 when you were with Brody Chemical?

20 A. I did.

21 Q. Do they look so similar that Exhibit 3
22 appears to be largely copied from this document?

23 A. Yes. I pretty much did it the same.

24 Q. I'm placing in front of you Exhibit 5 that
25 was introduced during the opposer's testimony. Do

1 you recognize this document?

2 A. I do.

3 Q. What is it?

4 A. It's an asphalt release catalog.

5 Q. Can you please turn to page 4? Do you see
6 any of your trademarks?

7 A. I do.

8 Q. What are they?

9 A. Slippery Wizard, Clear Wizard, and White
10 Wizard.

11 Q. What is the image next to then?

12 A. It's a wizard.

13 Q. What kind of wizard?

14 A. A magical wizard. It's my Slippery
15 Wizard.

16 Q. Can you describe -- is it a photograph
17 or --

18 A. It actually came from a coloring book.

19 Q. Okay. So it's like a cartoon wizard?

20 A. Yes.

21 Q. Did you require that this cartoon wizard
22 be included with these marks?

23 A. Yes.

24 Q. Why did you want this cartoon wizard with
25 your marks?

1 A. Because it signifies the wizard, and I
2 liked it. It's cute.

3 Q. Did Jon Liddiard like it?

4 A. No.

5 Q. Can you turn to page 5? Were you the
6 author of page 5 in this brochure?

7 A. Yes.

8 Q. Is this the -- is this page the same as
9 Exhibit 3?

10 A. Yes.

11 Q. Can you turn to page 6? Were you the
12 author of page 6 in this brochure?

13 A. Yes.

14 Q. What is it?

15 A. This explains to the drivers how the
16 product works and the application instructions.

17 Q. Are you the author of this document?

18 A. I am. I have the RCAI one, too.

19 **(EXHIBIT 18 WAS MARKED.)**

20 Q. (BY MR. WINESETT) I'm placing in front of
21 you a document marked Exhibit 18. Do you recognize
22 it?

23 A. I do.

24 Q. What is it?

25 A. It's instructions for the drivers as far

1 as the application goes for the ASA-12 product.

2 Q. Are you the author of this document?

3 A. Yes.

4 Q. Did you write it when you were selling the
5 ASA-12 to RCAI?

6 A. I did.

7 Q. Did you copy this exhibit when writing
8 page 6 of Exhibit 5?

9 A. I did.

10 Q. Do they look so similar that Exhibit 5
11 appears to be copied from this document?

12 A. Yes.

13 Q. Can you turn to page 7? Are you the
14 author of page 7 in Exhibit 5?

15 A. Yes.

16 Q. Are you the author of page 8 in Exhibit 5?

17 A. Yes.

18 Q. Are you author of page 9 in Exhibit 5?

19 A. Yes.

20 Q. Okay. Did Brody Chemical attempt to get
21 you to license ASA-12 to them?

22 A. Yes.

23 Q. Who first talked to you about this?

24 A. Matt Forsgren.

25 Q. When was this?

1 A. 2003.

2 Q. Did Matt Forsgren continue to try and get
3 you to license ASA-12?

4 A. He did.

5 Q. For how long?

6 A. For a while. He kind of -- I wasn't real
7 crazy about the idea at first.

8 Q. At some point did you become interested?

9 A. I did.

10 Q. About when?

11 A. It was 2004.

12 Q. Okay. Did you want to use the ASA-12
13 mark?

14 A. No.

15 Q. Did you have a different mark that you
16 wanted to use for your asphalt release agent?

17 A. Yes.

18 Q. What was it?

19 A. Slippery Wizard.

20 Q. How did you come up with that?

21 A. My son had a project that he was doing
22 with school, and we needed to come up with something
23 that represented the planets. And so in the coloring
24 book we found the wizard, and that's kind of how the
25 name came about.

1 Q. Is that cartoon wizard that you just
2 described with your son's project the same cartoon
3 wizard that's on page 4, Exhibit 5?

4 A. Yes.

5 Q. Did Matt Forsgren try to negotiate a
6 royalty?

7 A. Yes.

8 Q. Did you become interested?

9 A. Yes.

10 Q. Did you suggest a royalty amount?

11 A. Yes.

12 Q. What was it?

13 A. A dollar a gallon for every gallon sold
14 using the formula, no matter what product they used.

15 Q. Did they counteroffer?

16 A. No. He was actually pretty okay with it.

17 Q. He was okay?

18 A. Uh-huh (affirmative).

19 Q. Do you recall any counteroffer, about
20 \$0.50 per gallon at any point?

21 A. Yes. That was later on when the cost of
22 the product went up.

23 Q. Okay. Was the royalty you offered -- was
24 it for all Slippery Wizard sold by Brody Chemical?

25 A. Yes.

1 Q. Did Brody Chemical accept this royalty?

2 A. Yes.

3 Q. Was it your understanding that this
4 royalty was for the Slippery Wizard mark and the
5 product?

6 A. Yes.

7 Q. Did you sign a written agreement at that
8 time?

9 A. No.

10 Q. Did you use Brody Chemical to blend and
11 package Slippery Wizard?

12 A. Yes.

13 Q. Did you have your own accounts for ASA-12?

14 A. Yes.

15 Q. Did you switch those accounts to Slippery
16 Wizard?

17 A. Yes.

18 Q. Did you agree to sell other products from
19 Brody Chemical catalog to your accounts?

20 A. Yes.

21 Q. I'm placing in front of you a sales
22 representative agreement, marked Exhibit 1, which
23 Opposer introduced and purports to be signed by you.
24 Can you please review it?

25 Did you sign a sales representative

1 agreement with Brody Chemical in 2004?

2 A. No.

3 Q. Is Exhibit 1 a forgery?

4 A. No.

5 MR. BRAY: Objection, form.

6 A. This is in 1999. The address is 3265
7 Bitterroot Place, which was where I lived in 1999,
8 not 2004.

9 Q. (BY MR. WINESETT) So it shows your
10 signature?

11 A. Correct.

12 Q. Can you look back at the signature page?
13 Is there a date inserted by your signature?

14 A. Yes. That's not my handwriting.

15 Q. What is the date?

16 A. 10/5/2004.

17 Q. Is that inserted date a forgery?

18 A. Yes.

19 Q. Do you recognize the handwriting?

20 A. I do.

21 Q. Whose is it?

22 A. Collette's.

23 Q. Collette who?

24 A. Jacobson.

25 Q. Is this document signed anywhere by Brody

1 Chemical?

2 A. No.

3 (EXHIBIT 19 WAS MARKED.)

4 Q. (BY MR. WINESETT) I'm placing in front of
5 you a document marked Exhibit 19. What is this
6 document?

7 A. This is my divorce decree.

8 Q. What is the divorce decree dated?

9 A. 12/31/01.

10 Q. Was the address listed on the agreement
11 from Exhibit 1 disposed of in this decree?

12 A. Yes.

13 Q. Who got it?

14 A. Pardon?

15 Q. Who got that address?

16 A. My ex-husband. It's in the decree.

17 Q. Okay. Can you please turn to the line 26
18 of the decree? Can you please read that line?

19 A. "During their marriage, the parties
20 acquired certain real property located at 3265 West
21 Bitterroot Place, Taylorsville, Utah, 84118. Said
22 real estate shall be awarded to Respondent."

23 Q. So you did not live there in 2004?

24 A. No, I did not.

25 Q. In fact, you -- had you lived there for

1 the years previously?

2 A. No.

3 Q. Were you a manager at Brody Chemical?

4 A. No.

5 Q. Did you try to promote your Slippery
6 Wizard product to be sold by other Brody Chemical
7 sales representatives?

8 A. Yes.

9 Q. Was this nationally?

10 A. Yes.

11 Q. Why did you do that?

12 A. Because the more product, obviously, that
13 I sold, the better that it was for me and my royalty.

14 Q. Did you pay out of pocket for travel when
15 you were promoting your Slippery Wizard product?

16 A. Yes.

17 Q. Were things going well?

18 A. Yes.

19 Q. For how long?

20 A. For the first few years.

21 Q. What happened then?

22 A. Well, there was a cost increase with
23 the -- with the raw materials, and the product had to
24 keep going up. And I had agreed, so that the product
25 wouldn't go up any more, that -- to take a cut. They

1 were just -- Jon kept trying to slowly get -- kind of
2 cut me out of the whole picture now that all the
3 accounts were moved over and I had trained people and
4 brought my formula. I felt like I was kind of being
5 ousted out.

6 Q. But you took a voluntary cut in royalty to
7 keep the cost of the product the same?

8 A. Yes.

9 Q. Why would you do that?

10 A. Well, because if it raised any more, we
11 would be priced right out of the market.

12 Q. Okay. Was this intended to be temporary?

13 A. Yes.

14 Q. I'm handing you Exhibit 7 that has
15 previously been introduced. Do you recognize this
16 document?

17 A. I do.

18 Q. What is it?

19 A. It is an e-mail from Jon Liddiard to
20 Richard Wagner, who did the POs, to me and to Buzz
21 Butler regarding letting Collette and Richard know --
22 and luckily I had him tag me on it -- to -- that I
23 had agreed to take \$0.50 off of my royalty from
24 Slippery Wizard, get \$0.50 on the White Wizard, so
25 that the cost of the product could stay competitive

1 and remain the same.

2 Q. Does this e-mail indicate your reason for
3 lowering the royalty for Slippery Wizard?

4 A. Yes.

5 Q. What was the reason?

6 A. So that the cost of the product didn't go
7 up.

8 MR. WINESETT: Can you please hand that
9 exhibit to her and then she'll hand you Exhibit 4?

10 Q. (BY MR. WINESETT) I'm placing in front of
11 you a document introduced during Brody Chemical's
12 case in chief and entered as Exhibit 4. Do you
13 recognize this document?

14 A. Yes.

15 Q. What is it?

16 A. It is my royalty agreement from Jon
17 Liddiard to me.

18 Q. Where did this agreement come from?

19 A. From Jon Liddiard.

20 Q. Did he type it?

21 A. No. Collette typed it.

22 Q. Collette Jacobson?

23 A. Yes.

24 Q. Why did this writing come about in 2006,
25 almost two years after you brought your product over?

1 A. Because things kept changing and Jon
2 was -- kept -- he was saying to Collette that, "I
3 don't know how long I have to do this." So we were
4 able to get him to at least put this in writing so
5 that there wouldn't be any confusion.

6 Q. Did Collette help you talk him into doing
7 this?

8 A. She did. Originally our agreement was a
9 handshake, and then we were going to go forward and
10 do that; but we just got so busy with everything.

11 **(EXHIBIT 20 WAS MARKED.)**

12 Q. (BY MR. WINESETT) I'm placing in front of
13 you a document marked Exhibit 20. Do you recognize
14 this document?

15 A. Yes.

16 Q. What is it?

17 A. It is an approval from Texas Department of
18 Transportation.

19 Q. Is it directed to you?

20 A. Yes.

21 Q. When is it dated?

22 A. July 2, 2008.

23 Q. While you were selling Slippery Wizard
24 through Brody Chemical?

25 A. Yes.

1 Q. Why did Texas Department of Transportation
2 send this letter to you?

3 A. Because I had a relationship with all of
4 them. It was my product and I knew how it worked.
5 So when you had to submit it, you had to fill out all
6 the forms, samples, the way that it worked, in order
7 to -- so it -- everything went directly to me.

8 Q. Can you please read the greeting and then
9 the first sentence?

10 A. "Dear Ms. Price, we have tested your
11 product Slippery Wizard and found it to be in
12 compliance with our specifications as follows."

13 Q. They call it your product?

14 A. Yes.

15 (EXHIBIT 21 WAS MARKED.)

16 Q. (BY MR. WINESETT) I'm placing in front of
17 you a document marked Exhibit 21. Do you recognize
18 this document?

19 A. Yes.

20 Q. What is it?

21 A. It's from one of my large accounts,
22 Lafarge. It's a letter just saying that they're very
23 happy with the product, ASA-12.

24 Q. Is it directed to you?

25 A. Yes.

1 Q. When is it dated?

2 A. September 2002, looks like.

3 Q. The date is within the text of the letter;
4 is that correct?

5 A. Uh-huh (affirmative). I don't see another
6 one, yeah.

7 Q. Was this while you were selling for RCAI?

8 A. Yes.

9 Q. Why did Lafarge send this letter to you?

10 A. Because the relationship was with me for
11 my product.

12 MR. BRAY: Objection, foundation, form,
13 hearsay.

14 Q. (BY MR. WINESETT) Did you control the --
15 sorry. Did you control the composition and formula
16 of the Slippery Wizard product?

17 A. Yes.

18 Q. Did you control the nature and quality of
19 the Slippery Wizard product?

20 A. Yes.

21 Q. Did you control the advertising literature
22 and instructions for Slippery Wizard?

23 A. Yes.

24 Q. Were you the most knowledgeable person
25 regarding the Slippery Wizard product?

1 A. Yes.

2 Q. Did employees and customers generally
3 associate you as a source of the Slippery Wizard
4 product?

5 A. Yes.

6 MR. BRAY: Objection, foundation, hearsay.

7 Q. (BY MR. WINESETT) We asked a lot of
8 questions today. Did you understand my questions and
9 give truthful, responsive answers to each question?

10 A. Yes.

11 EXAMINATION

12 BY MR. BRAY:

13 Q. Before 2004, you were previously employed
14 by Brody Chemical, correct?

15 A. Yes.

16 Q. And after October 2004, you became
17 employed by Brody Chemical again, correct?

18 A. Yes. I was not employed.

19 Q. In what sense were you not employed?

20 A. I had a -- I did sell on a prior
21 contracting agreement with them, but not -- it wasn't
22 like a sales employee. I didn't have the typical
23 duties that sales employees have.

24 Q. Okay. But you received Brody Chemical ADP
25 payroll stubs, correct?

1 A. Correct.

2 Q. And for at least some of your
3 compensation, they took taxes out, correct?

4 A. Yes, for everything but the Slippery
5 Wizard.

6 Q. Okay. And you were -- you received a W-2
7 at the end of the year from Brody Chemical, correct?

8 A. Yes.

9 Q. And when you filed your taxes, Brody
10 Chemical was listed as your employer, correct?

11 A. Correct.

12 Q. You didn't sell -- prior to joining Brody
13 Chemical again in October 2004, you never sold an
14 asphalt release agent under the name Slippery Wizard,
15 correct?

16 A. Correct.

17 Q. It was called ASA --

18 A. 12. I actually came up with the mark to
19 go into Brody.

20 Q. I'll have you look at Exhibit 6 that she's
21 got over there. Ms. Goldthorpe, I've handed you
22 what's been previously marked as Exhibit 6, which is
23 a Brody Chemical earning statement for the period
24 ending 5/31/2005. Is this something that you
25 provided to your lawyer?

1 A. Yes.

2 Q. So you recognize that this is a true and
3 correct copy of an earning statement that you
4 received from Brody Chemical for this pay period?

5 A. Correct.

6 Q. And, again, at least for certain of your
7 compensation, you were treated as -- you were
8 compensated as an employee, correct?

9 A. Say that again.

10 Q. Bad question. Sorry.

11 A. Yeah.

12 Q. For at least certain -- for at least a
13 portion of the compensation that you received from
14 Brody Chemical and this pay period, you were paid as
15 an employee of Brody Chemical, correct?

16 A. For some of it.

17 Q. Yes. Now, Mr. Winesett asked questions
18 to, I think, your former manager, Matt, regarding the
19 "Other." Do you see that --

20 A. Yes.

21 Q. -- the 1,515.25?

22 A. Yes.

23 Q. And Matt said, basically, he didn't know
24 what it was. He had suspicions, but he didn't
25 remember. What do you believe that "Other" to be?

1 A. My Slippery Wizard product.

2 Q. Okay. Would that have been overrides, the
3 \$1 per gallon on Slippery Wizard?

4 A. Yes.

5 Q. Okay. What about your direct sales of
6 Slippery Wizard where you were paid a 50 percent of
7 gross margin?

8 A. That was separate.

9 Q. Was that paid, for lack of a better word,
10 as though you were an employee of Brody Chemical?

11 A. Yes.

12 Q. So only the -- what the Exhibit 4 refers
13 to is the override would appear in the "Other" column
14 on your payroll statements?

15 A. Correct.

16 Q. So if you sold the -- if you sold the
17 Slippery Wizard product yourself, it was treated as
18 regular commission income to you, correct?

19 A. Yes.

20 Q. Just like any other Brody Chemical product
21 you might have sold around that time, correct?

22 A. Yes.

23 Q. How was the -- what tax documents did you
24 receive from Brody Chemical for the "Other" at the
25 end of the year?

1 A. They just -- they had it on a separate
2 line.

3 Q. Okay. Did you receive a 1099?

4 A. No.

5 Q. So during the time you were associated
6 with Brody Chemical, you never received a 1099 from
7 Brody Chemical; is that correct?

8 A. That's correct.

9 Q. Always just a W-2?

10 A. Yes.

11 Q. Prior to joining Brody Chemical, had you
12 had experience working as a sales representative for
13 other companies?

14 A. Yes.

15 Q. Okay. And at least part of your job when
16 you were at Brody Chemical was working as a sales
17 representative, correct?

18 A. The first time, around 1999.

19 Q. Okay. So --

20 A. When I came back in 2004, I did -- I was
21 treated as a private contractor. I did what I
22 wanted. I didn't have any of the rules that anyone
23 else had. I agreed to sell some of their products in
24 my existing client accounts that I had that I had
25 brought, and then I developed more clients -- my own

1 clients as well as helping other people build theirs.

2 Q. All right. Did Brody Chemical give you a
3 business card?

4 A. Yes.

5 Q. And do you recall what title you had on
6 that business card?

7 A. No.

8 Q. During the time October -- well, when did
9 you finally leave -- I'm trying to use words that
10 aren't controversial. But when did your
11 relationship -- employment relationship, independent
12 relationship, when did that end with Brody Chemical
13 the second time?

14 A. The second time?

15 Q. Yeah.

16 A. 2011.

17 Q. Okay. In January?

18 A. Yes.

19 Q. Okay. During the time October 2004 until
20 January of 2011, did you use any business cards other
21 than business cards that identified you as being
22 associated with Brody Chemical?

23 A. No.

24 Q. One of the exhibits your counsel showed
25 you was, I think, Exhibit 16. Sometimes my

1 handwriting is so poor. You can take a look at it if
2 you'd like. I just have a few questions.

3 A. Okay.

4 Q. It was a proposal, asphalt release program
5 in 2002 to RCAI.

6 A. Yes.

7 Q. Did you ever become employed by RCAI?

8 A. Yes.

9 Q. And during what time were you -- during
10 what time frame were you employed by RCAI?

11 A. From the time I started.

12 Q. When was that?

13 A. It was 2001.

14 Q. So you worked as an employee for RCAI from
15 approximately 2001 until when?

16 A. 2003.

17 Q. Okay.

18 A. The end of 2003.

19 Q. Did you sign any written agreement with
20 RCAI regarding the asphalt release product that you
21 developed?

22 A. Yes.

23 Q. What were the terms of the written
24 agreement?

25 A. Two -- if I left the company, then what I

1 would need to do is give it a time frame, a break, so
2 that I didn't -- like I couldn't go -- I didn't
3 immediately go right into Brody and start selling. I
4 think it was like a waiver period of six months to a
5 year, if I remember correctly.

6 Q. So are you talking about a noncompete?
7 You signed an agreement that had a noncompete or are
8 you talking about an agreement that governed their
9 rights to use the ASA-12 product?

10 A. Correct.

11 Q. The latter?

12 A. The latter.

13 Q. The only time that you sold the ASA-12
14 product was when you were employed by RCAI, correct?

15 A. Correct.

16 Q. And the only time you sold the Slippery
17 Wizard product was when you were employed or had a --
18 when you were -- strike that.

19 The only time that you sold the Slippery
20 Wizard asphalt release product for Brody is when you
21 had your continuing employment -- or you say
22 independent contractor relationship with them,
23 correct?

24 A. No. I actually still -- I sold some --
25 had a relationship with a gentleman in Texas that I

1 was working with to continue the product.

2 Q. Is it being sold under the Slippery Wizard
3 name and mark?

4 A. No.

5 Q. So you're selling -- after you left Brody
6 Chemical in January of 2013, you've sold an asphalt
7 release product containing your formula to an entity
8 in Texas?

9 A. No. I'm in negotiation with them, but I
10 can't do anything until I clear up my mark.

11 Q. Okay. So in response to my prior -- just
12 to clarify, after January 2011, have you sold any
13 asphalt release product, period?

14 A. Through Brody Chemical.

15 Q. Okay.

16 A. They're still selling the product.
17 They're still using my mark. So yeah, it's still
18 going.

19 Q. Okay. Fair enough. Other than whatever
20 sales of the Slippery Wizard product that Brody
21 Chemical might have had after January 2011, have you
22 been involved in any sales -- other sales of an
23 asphalt release product after that date?

24 A. No.

25 Q. And what's the Texas entity you've had

1 some negotiations with?

2 A. They're interested in the product and the
3 mark, but I was hoping to take care of, you know --
4 get an okay with Brody; but it's not looking that
5 way, so I'll see where it goes.

6 Q. When's the last time you've been in
7 communication with a Texas company regarding the
8 formula or the mark?

9 A. About six months ago.

10 Q. To your knowledge, the Slippery Wizard
11 product being sold by Brody Chemical in the labeling
12 of the product, it's never been labeled Tammy
13 Goldthorpe's Slippery Wizard, correct?

14 A. That's correct.

15 Q. And the specimen that you or your attorney
16 submitted with your trademark application to the
17 United States Patent and Trademark Office, that
18 demonstrated or that showed a Brody Chemical use of
19 the Slippery Wizard mark, correct?

20 A. Yes.

21 Q. Nowhere -- we'll have a look at Exhibit 4.
22 Exhibit 4 doesn't use the word "royalty," correct?

23 A. Correct.

24 Q. In your experience, what is an override
25 commission?

1 then when we went to Brody.

2 Q. And is it your testimony that Exhibit 1 --
3 the payment arrangement reflected in Exhibit 1 would
4 continue past the termination of your employment
5 relationship with Brody Chemical?

6 A. As long as they sold the product Slippery
7 Wizard, yes.

8 Q. What about if they bought an off-the-shelf
9 asphalt release product from some third party,
10 nothing to do with your formula and -- but wanted to
11 private label Slippery Wizard on it? Would they
12 still have to pay you the dollar?

13 A. If they use my mark.

14 Q. Okay. Was there any negotiation in terms
15 of the relative value of the mark versus the formula?

16 A. No.

17 Q. And you did agree -- let me get this so I
18 have the exact date. Sorry. There was a time when
19 you revised Exhibit 4 in the sense that you reached a
20 verbal agreement with Jon Liddiard to reduce the
21 "override" from \$1 a gallon to \$0.50 per gallon on
22 the Slippery Wizard product, correct?

23 A. Correct.

24 Q. And at that time, you -- as part of that,
25 you would also be paid a \$0.50 per gallon royalty on

1 White Wizard?

2 A. Yes.

3 Q. Had you been paid a commission, an
4 override or royalty, on White Wizard prior to that
5 verbal agreement?

6 A. No.

7 Q. And is it your testimony that you
8 developed the -- well, you submitted trademark
9 applications that were approved. Is it your
10 testimony that White Wizard, the mark, is owned by
11 you as well?

12 A. Yes.

13 Q. When did you develop White Wizard?

14 A. It would have been 2006.

15 Q. Before or after Exhibit 4 was executed?

16 A. Obviously before. The e-mail?

17 Q. No. No. No. Exhibit 4 is this. I'm
18 talking about White Wizard. I'm asking, did you come
19 up with a White Wizard mark before or after April 12,
20 2006?

21 A. After.

22 Q. Okay. Have you filed for patent
23 protection for the formula?

24 A. No.

25 Q. Has any attorney done a patent search for

1 you to see whether it is patentable or not?

2 A. No.

3 Q. Called a clearance search. No clearance
4 search?

5 A. No. The trademark was more important to
6 me.

7 Q. And I think the wizard that was in the
8 Brody Chemical catalog, you said you got that out of
9 a coloring book?

10 A. Yes.

11 Q. Do you claim trademark rights in that
12 wizard figure?

13 A. No.

14 Q. Did you have any ownership interest in
15 RCAI?

16 A. No.

17 Q. What was your job title at RCAI?

18 A. I didn't really have one. I originally
19 started with them with water treatment and then
20 brought the -- we had developed the product. They
21 had nothing to do with asphalt release or anything
22 like that. They're a reclamation center place that
23 did more of water treatment.

24 Q. Okay. Did Steve Madsen work there as well
25 for a period of time?

1 A. Yeah.

2 Q. And who left RCAI first, you or Steve
3 Madsen?

4 A. Steve.

5 Q. Do you know why he left?

6 A. I don't know. I mean, hearsay.

7 Q. Has Steve Madsen ever told you one way or
8 the other if he told Brody Liddiard what the formula
9 was for ASA-12?

10 A. He told me he did not.

11 Q. Dennis, in response to one of
12 Mr. Winesett's questions at the end, talked about
13 sometimes when Renegade Oil sells commodity products
14 to third parties, they might enter nondisclosure
15 agreements with those third parties. Renegade Oil
16 never entered into a nondisclosure agreement with you
17 personally, correct?

18 A. No, or Brody or RCAI.

19 Q. Okay. So there wasn't a nondisclosure
20 agreement between Renegade Oil and any of the
21 parties?

22 A. They didn't know the formula, so there was
23 no reason to -- the formula wasn't disclosed to him.
24 It was a component that was bought from him.

25 Q. If -- well, you may or may not know the

1 the formula?

2 A. We tested it on truck beds and -- I mean,
3 there was a lot to it. It wasn't like you sat down
4 and went, "Oh, here it is." We had to go try it out
5 with the asphalt plans, pour it in the asphalt, see
6 if it stuck, tweak it, change it, this doesn't work,
7 this doesn't separate. It took some time. It wasn't
8 like we just sat in the lab and said, "Here it is."

9 Q. You said the mark was more important to
10 you than the formula. Why is that?

11 A. Well, they're both very important to me,
12 but the mark is what this is about today, is it not?

13 Q. It is. I agree with that. Well,
14 regardless of the context of why we're all here
15 today, your personal view is the \$1 per gallon
16 override that was paid pursuant to Exhibit 4 -- would
17 you say that more of that money was for the trademark
18 use for the -- what -- what was the value to you of
19 each?

20 A. They were equally as important. The
21 formula was the product and the Slippery Wizard was
22 the name, and all the marketing I did and all the
23 going out and all the work and energy that I put into
24 it, it was -- it was both.

25 Q. Is it your belief that Exhibit 4 is a

1 trademark license of some sort?

2 A. Yes.

3 Q. It doesn't say whether it's an exclusive
4 or nonexclusive license, correct?

5 A. Right. Jon Liddiard said his word is his
6 bond and a handshake is just as iron clad as a
7 contract, and I believed him.

8 Q. What if Jon -- Brody Chemical hired a
9 chemist and said, "Come up with a new and better
10 asphalt release formula," and they did? So long as
11 Brody Chemical didn't use the name Slippery Wizard,
12 would you have a problem with them selling an asphalt
13 release product that competed with Slippery Wizard?

14 A. Not at all.

15 Q. Did you have a concern when White Wizard
16 came up -- I mean, it was Matt, I think -- maybe it
17 was Matt -- somebody testified that White Wizard is
18 what you would sell to customers that are focused on
19 cost and Slippery Wizard is what you would sell to
20 customers that are focused on quality. Would you
21 agree with that characterization?

22 A. Yes.

23 Q. And did you have a concern in 2008 and
24 2009 that sales of the cheaper White Wizard product
25 were undercutting sales of Slippery Wizard?

1 A. No. They didn't even compare to each
2 other.

3 Q. Did you ever have that concern?

4 A. No. No.

5 Q. When Brody was making sales of White
6 Wizard but not paying you any override for White
7 Wizard sales, did you author any writings to Brody
8 saying, "That's my trademark. What's going on? I
9 should be paid on that"?

10 A. No.

11 Q. Did you ever raise that issue, generally
12 speaking, of whether you should have been paid
13 anything on White Wizard sales prior to the
14 renegotiation of the \$1 per gallon override on
15 Slippery Wizard?

16 A. No. We weren't selling anything.

17 Q. Well, that's -- that's hyperbole, isn't
18 it, because they were selling some White Wizard,
19 correct?

20 A. Correct.

21 Q. From the time period of October 2004 to
22 January 2011, you never paid any self-employment
23 taxes, correct?

24 A. Yes, I did.

25 Q. You did? What did you pay?

1 A. I paid taxes.

2 Q. No. You never paid the employer side of
3 FICA, correct?

4 A. No.

5 Q. Just so the record is clear, true or
6 false, you paid the employer side of FICA at any time
7 between October 2004 and January 2011?

8 A. True.

9 MR. BRAY: Will you read back my question?
10 All the double negatives are getting me. I just want
11 to make sure I have a clear record.

12 THE COURT REPORTER: "Just so the record
13 is clear, true or false, you paid the employer side
14 of FICA at any time between October 2004 and
15 January 2011?"

16 Q. (BY MR. BRAY) So you did pay employer
17 side FICA during that time?

18 A. No, I did not. Sorry.

19 Q. Okay. Now I think it's a clear record.
20 Thank you.

21 Mrs. Goldthorpe, just give me one second
22 to look through the various exhibits, many of which I
23 have not seen before, and see if I have any other
24 questions. I think we're about done.

25 Exhibit 15, if you could grab that in

1 front of you. It's this agreement. Was Exhibit 15
2 the assignment drafted by your counsel, Mr. Winesett?

3 A. Yes.

4 Q. And this was -- this agreement was
5 negotiated with Mr. Madsen only after demand letters
6 had been sent from Mr. Winesett to Brody Chemical,
7 correct?

8 A. Correct.

9 Q. You described for Mr. Winesett the kind of
10 eureka moment when you came up with the Slippery
11 Wizard mark.

12 A. Yes.

13 Q. Did you have a similar eureka moment when
14 you came up with the White Wizard mark?

15 A. The family was all together, the wizard
16 family.

17 Q. What about -- why White for that product?

18 A. Because its color is white. It's a
19 polymer base and it's white.

20 Q. Okay. So -- and I assume the Clear Wizard
21 was a clear product?

22 A. Correct.

23 Q. So "Clear" and "White" were descriptive?

24 A. And Slippery is very slippery.

25 Q. Were White and Clear also slippery?

1 A. Not as much.

2 Q. Okay. Where do you work today?

3 A. I actually own my own business.

4 Q. And what's the business?

5 A. Morning Star.

6 Q. And what kind of business is it?

7 A. Chemicals.

8 Q. Were you doing life coaching for a period
9 of time?

10 A. I helped children and do life coaching of
11 adolescence and so forth. I do that privately on --
12 just to help people. It's not my -- how I make my
13 living.

14 Q. Does Morning Star have any employees?

15 A. No.

16 Q. Do you have any other -- is Morning Star
17 incorporated?

18 A. Yes.

19 Q. Is it a Utah LLC or Utah corporation?

20 A. Utah corporation.

21 Q. Are you the sole owner?

22 A. Yes.

23 Q. Okay. And its business is -- well,
24 describe --

25 A. It's chemicals and snow and ice melt

1 and --

2 Q. Similar to chemicals as to what Brody
3 Chemical sells?

4 A. Yes.

5 Q. Not the full range, but some of them?

6 A. Yes.

7 Q. I'm not going to hold you to an exact
8 figure, but do you know what its annual sales are
9 approximately?

10 A. I don't know. I'd have to look.

11 Q. Does it have a website?

12 A. No.

13 Q. Does it have a product catalog?

14 A. No.

15 Q. How does it market its products?

16 A. Me.

17 Q. Let's look at Exhibit 20 that Mr. Winesett
18 showed you. During the time that you were affiliated
19 with Brody Chemical the second time, from
20 October 2004 until January 2011, did you receive any
21 correspondence from any state regulatory agency
22 regarding the Slippery Wizard product or formula at
23 your home address?

24 A. Yes, actually, the Nevada one. This is a
25 Texas approval with the Nevada one.

1 Q. Do you know whether you intend to
2 introduce into evidence any writings between yourself
3 and anybody at Brody Chemical prior -- that are dated
4 prior to December 31, 2010 that refer to the override
5 that you were paying on Slippery Wizard sales as a
6 royalty?

7 A. Do I intend on putting -- what? Could you
8 repeat the question, please?

9 Q. Do you know whether or not you intend to
10 introduce any document into evidence that's dated
11 prior to December 31, 2010 that refers to the
12 override commission that you were paid by Brody
13 Chemical on Slippery Wizard sales as a "royalty"?

14 A. Not anything else, no.

15 Q. Okay. Have you seen any such document?

16 A. Huh-uh (negative).

17 Q. No? You have to be verbal.

18 A. Sorry.

19 Q. So have you seen any such document?

20 A. Just what we've presented, I believe.

21 Q. Okay.

22 MR. BRAY: I don't have anything further.

23 Thank you.

24

25

1 that?

2 A. Yes.

3 Q. And you also pay taxes on that?

4 A. Yes. Well, they're supposed to pay. Who
5 knows.

6 Q. On the amounts marked "Other," does Brody
7 Chemical pay taxes on that, on the pay stub from
8 Exhibit 6?

9 A. I have no idea. I don't know if they pay
10 taxes on that.

11 Q. Okay. Do you pay taxes on that money?

12 A. Yes.

13 Q. Do you report -- excuse me. Do you get a
14 W-2?

15 A. I do.

16 Q. And that money -- is that money reported
17 on the W-2?

18 A. I give it to my accountant, and they take
19 care of it.

20 Q. And then he paid taxes in accordance with
21 the law?

22 A. Yes.

23 Q. Can you please look at Exhibit 7? Can you
24 please read term three out loud?

25 A. "Collette, will you change Tammy's

1 MR. BRAY: Objection, foundation.

2 Q. (BY MR. WINESETT) Let me start before
3 then. From 2002, are you aware of the evolution and
4 composition of ASA-12 and Slippery Wizard at all
5 times?

6 A. Yes.

7 Q. Is the most recent Slippery Wizard formula
8 that you developed and tweaked, is it a derivative of
9 your original ASA-12 product?

10 A. Yes.

11 Q. Some components are used from that
12 product?

13 A. Yes.

14 Q. That others at Brody Chemical wouldn't
15 know about if it hadn't been for you?

16 A. Correct.

17 Q. You said something to Mr. Bray about
18 developing the White Wizard formula, and I just
19 wanted to clarify. Did you invent the White Wizard
20 and Clear Wizard products?

21 A. Yes.

22 Q. Did you allow the Wizard mark to be used
23 in connection with those products?

24 A. Yes.

25 MR. WINESETT: Okay. All done.

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(Deposition concluded at 2:44 p.m.)

1 Case: Brody Chemical versus Goldthorpe
 2 Opposition No.: 91/204,070
 3 Reporter: Ashley Money
 4 Date taken: May 20, 2013

WITNESS CERTIFICATE

5 I, **TAMMY GOLDTHORPE**, HEREBY DECLARE:
 6 That I am the witness in the foregoing
 7 transcript; that I have read the transcript and know
 8 the contents thereof; that with these corrections I
 9 have noted this transcript truly and accurately
 10 reflects my testimony.

11	PAGE-LINE	CHANGE/CORRECTION	REASON
12	_____	_____	_____
13	_____	_____	_____
14	_____	_____	_____
15	_____	_____	_____
16	_____	_____	_____
17	_____	_____	_____
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23	_____	_____	_____
24	_____	_____	_____
25	_____	_____	_____

15 _____ No corrections were made.

16 I, **TAMMY GOLDTHORPE**, HEREBY DECLARE UNDER
 17 THE PENALTIES OF PERJURY OF THE LAWS OF THE UNITED
 18 STATES OF AMERICA AND THE LAWS OF THE STATE OF UTAH
 19 THAT THE FOREGOING IS TRUE AND CORRECT.

19 _____
TAMMY GOLDTHORPE

20 SUBSCRIBED and SWORN to this _____ day
 21 of _____, 2013, at _____

23 _____
Notary Public