UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SAMUEL BARTLEY STEELE, BART STEELE PUBLISHING, and STEELE RECORDZ,	:	
Plaintiffs,	:	Civil Action No. 08-11727-NMG
v.	:	
TURNER BROADCASTING SYSTEM, INC., et al.,	:	**ORAL ARGUMENT REQUESTED**
Defendants.	:	

DEFENDANTS' MOTION FOR RULE 11 SANCTIONS BASED ON PLAINTIFFS' FILING OF A MOTION FOR ENTRY OF DEFAULT AGAINST "VECTOR MANAGEMENT"

Pursuant to Rule 11 of the Federal Rules of Civil Procedure, Defendants (i) A&E Television Networks, (ii) AEG Live LLC, (iii) Jon Bongiovi (individually and d/b/a Bon Jovi Publishing), (iv) William Falcone (individually and d/b/a Pretty Blue Songs), (v) Kobalt Music Publishing America, Inc., (vi) Major League Baseball Properties, Inc., (vii) Richard Sambora (individually and d/b/a Aggressive Music), (viii) Time Warner Inc., (ix) Turner Broadcasting System, Inc., (x) Boston Red Sox Baseball Club Limited Partnership and (xi) Mark Shimmel (collectively the "Moving Defendants") request that this Court impose sanctions against Plaintiffs Samuel Bartley Steele, Bart Steele Publishing and Steele Recordz, and their Attorney Christopher A.D. Hunt, for filing Plaintiffs' Rule 55(a) Motion For Entry Of Default As To Defendant Vector Management (Docket No. 125) ("Motion For Entry Of Default"). As explained in more detail in the accompanying Memorandum of Law, that motion is frivolous and meritless as a matter of law.

Pursuant to Rule 11(c)(2), the Moving Defendants served this motion and accompanying Memorandum of Law on Plaintiffs and Mr. Hunt on August 24, 2010, stating that said motion papers would be filed with the Court on or after September 15, 2010 if Plaintiffs and Mr. Hunt do not withdraw the Motion For Entry Of Default with prejudice within 21 days.

REQUEST FOR ORAL ARGUMENT

Pursuant to Local Rule 7.1(D), the Moving Defendants respectfully request oral argument on this motion.

LOCAL RULE 7.1 CERTIFICATION

I, Christopher G. Clark, hereby certify that on August 12, 2010, I conferred with Plaintiffs, through their counsel, and Mr. Hunt and explained that the proposed Motion For Entry Of Default was without merit. I further certify that on August 24, 2010, I served a copy of this motion and the accompanying Memorandum of Law on Plaintiffs and Mr. Hunt in a good faith attempt to resolve or narrow the issues herein. I further certify that I conferred with Mr. Hunt by telephone and/or letter on August 31, 2010, September 1, 2010, September 2, 2010, September 3, 2010, and September 4, 2010 in a further good faith attempt to resolve or narrow the issues herein. Despite ample notice and the expiration of the 21 day safe harbor period, Plaintiffs and their counsel apparently intend to continue to press the Motion For Entry Of Default and have given no indication that the motion will be withdrawn as requested (indeed, on September 10, 2010 a motion for leave to file a reply brief in support of that motion was filed, see Docket No. 130). Consequently, Defendants have sought in good faith to resolve or narrow the issues herein, but were unable to obtain assent to the relief requested.

Dated: August 24, 2010
(service of motion per Rule 11)
Boston, Massachusetts

/s/ Christopher G. Clark
Christopher G. Clark

Filing Date: September 15, 2010

Dated: August 24, 2010
(service of motion per Rule 11)
Boston, Massachusetts

Filing Date: September 15, 2010

CERTIFICATE OF SERVICE

I, Christopher G. Clark, hereby certify that on August 24, 2010, I caused a true copy of the foregoing document to be served by hand delivery upon counsel for Plaintiffs, Christopher A.D. Hunt, The Hunt Law Firm LLC, 10 Heron Lane, Hopedale, Massachusetts 01747.

Dated: August 24, 2010 /s/ Christopher G. Clark
Christopher G. Clark

CERTIFICATE OF SERVICE

I, Christopher G. Clark, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered participants on September 15, 2010.

Dated: September 15, 2010 /s/ Christopher G. Clark
Christopher G. Clark

Respectfully submitted,

/s/ Matthew J. Matule

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SAMUEL BARTLEY STEELE, BART STEELE PUBLISHING, and STEELE RECORDZ,	:	
Plaintiffs,	:	Civil Action
v.	:	No. 08-11727-NMG
TURNER BROADCASTING SYSTEM, INC. et al.,	:	
Defendants.	:	

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS' MOTION FOR RULE 11 SANCTIONS BASED ON PLAINTIFFS' FILING OF A MOTION FOR ENTRY OF DEFAULT AGAINST "VECTOR MANAGEMENT"

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Dated: August 24, 2010
(service of motion per Rule 11)

Filing Date: September 15, 2010

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The Defendants remaining in this lawsuit[1] ("Moving Defendants") respectfully submit this memorandum of law in support of their motion for Rule 11 sanctions against Plaintiffs Samuel Bartley Steele, Bart Steele Publishing and Steele Recordz (collectively, "Steele") and their attorney, Christopher A.D. Hunt ("Hunt").

PRELIMINARY STATEMENT

On August 12, 2010, almost one year after this Court entered final judgment in favor of all defendants on August 19, 2009 and closed this case (Docket No. 105), Steele filed a motion seeking entry of a default against "Vector Management." (Docket No. 125.) This is the second such post-judgment motion for a default filed by Steele,[2] now represented by counsel,[3] well after the Court dismissed all claims against all defendants on the merits.

Frivolous Motion

Steele's current motion for a default against "Vector Management" is patently frivolous for several reasons. First, as all claims asserted by Steele herein were dismissed as a matter of law on the merits, the doctrines of claim preclusion and collateral estoppel bar the assertion of those same claims against any other purported defendant. This is especially true with respect to an entity, "Vector Management," which is "closely related" to other defendants,

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[1] These Defendants are A&E Television Networks, AEG Live LLC, Jon Bongiovi (individually and d/b/a Bon Jovi Publishing), William Falcone (individually and d/b/a Pretty Blue Songs), Kobalt Music Publishing America, Inc., Major League Baseball Properties, Inc., Richard Sambora (individually and d/b/a Aggressive Music), Time Warner Inc., Turner Broadcasting System, Inc., Boston Red Sox Baseball Club Limited Partnership and Mark Shimmel. These are the "remaining" Defendants because, in appealing this Court's dismissal of this lawsuit, Steele did not appeal with respect to the dismissal of Fox Broadcasting Company, Sony ATV/Tunes LLC, Vector 2 LLC and Universal Music Publishing, Inc. (See Appellants' Reply Brief at 7 (excerpt attached hereto as Exhibit A).)

[2] The first was Steele's motion for entry of a default against MLB Advanced Media, LP, filed on June 18, 2010. (Docket No. 118.)

[3] Hunt filed a notice of appearance when Steele appealed the dismissal of his claims to the First Circuit on November 6, 2009. (Docket No. 112.) Prior to then, Steele was pro se.

such as the band Bon Jovi and the individual band members (against whom all claims were dismissed), as well as Vector 2, LLC ("Vector 2"), which also was dismissed.

Second, while Steele identified "Vector Management" as a Defendant in his original Complaint herein (Docket No. 1 ¶ 3), in his Amended Complaint Steele changed the name to "Vector 2 LLC" and made no allegations against any entity named "Vector Management." (Docket No. 41 ¶ 18.) It is black letter law that the filing of an amended complaint supersedes the prior complaint. Accordingly, Steele cannot now seek entry of a default against a party identified only in his initial Complaint, but nowhere mentioned in his Amended Complaint, especially when the later-named defendant appeared and contested Steele's allegations.

Third, this Court granted the motion to dismiss of certain "Non-Implicated Defendants," including Vector 2, because Steele failed to assert any substantive allegations against those defendants in either Complaint. (See Memorandum & Order dated April 3, 2009 (reported at 607 F. Supp. 2d 258, 263 (D. Mass. 2009)).) Commenting on the lack of allegations in either of Steele's Complaints regarding those Defendants, the Court noted that: "Two of the defendants (Sony and Vector), apart from being identified as such, are not mentioned anywhere in either complaint." Id. (emphasis added). According to Steele (and now Hunt), "Vector Management" was the manager of the Bon Jovi band. (Steele Mem. at 2; Steele Aff. ¶ 10.)[4] There are no other substantive allegations against said entity in any pleading in this case other than lengthy (and completely irrelevant) arguments based on Steele having, pre-lawsuit, complained to "Vector Management" (among others) about alleged copyright infringement. (See

[4] "Steele Mem." refers to "Memorandum in Support of Plaintiffs' Rule 55(a) Motion for Entry of Default as to Defendant Vector Management" dated August 12, 2010. (Docket No. 125-1.) "Steele Aff." refers to the "Affidavit of Samuel Bartley Steele" dated August 10, 2010, filed as Exhibit C to the Steele Mem. (Docket No. 125-2.)

Steele Mem. at 6-9; Steele Aff. ¶¶ 9-15.) Steele's motion for entry of a default against "Vector Management" offers no new facts that would even purport to cure the pleading deficiency identified by the Court, i.e. no facts that would implicate any Vector entity in alleged copyright infringement or any other wrongdoing.

The Court Should Impose Rule 11 Sanctions

Because the motion is so clearly frivolous, it is readily apparent why Rule 11 sanctions should be imposed here. Moreover, Hunt, as counsel for Steele, should be jointly and severally responsible for the imposed sanctions. In this connection, in responding to Hunt's request for a Local Rule 7.1 pre-motion conference prior to the filing of his proposed default motion, counsel for the Moving Defendants explained the serious deficiencies noted herein of such a motion. (See Email from Christopher G. Clark to Christopher Hunt dated August 12, 2010 (attached hereto as Exhibit B).) Hunt ignored those deficiencies altogether, and simply proceeded to file his motion for entry of a default less than 15 minutes later.

It seems clear that Hunt, having only appeared for the first time in this lawsuit after Steele's claims were dismissed on the merits, has decided that, now that Steele has an attorney, he and Steele are free to disregard this Court's prior rulings. Indeed, Hunt has the temerity to argue now that when this Court "declined to reconsider the dismissal of Steele's claims as a matter of law, which was Steele's last pro se filing," that ruling "by all appearances, had terminated his case." (Steele Mem. at 13.) That merits dismissal was not mere "appearances," the claims were in fact dismissed. Characterizing this Court's Orders as raising mere "appearances" is not an excuse to ignore those Orders. That is sanctionable conduct.

Interest Of Moving Defendants

Although the most recent motion for entry of a default is directed at "Vector Management," the Moving Defendants have a strong interest in "protecting the record" in this

case and ending the continued filing of frivolous motions by Steele and Hunt. If Steele and Hunt are allowed to continue to make motions as frivolous as this one without consequence, there will be many more such tactics and stratagems herein, and most (if not all) of the Moving Defendants will inevitably be subjected to unwarranted harassment. The legal costs and inconvenience alone justify sanctions here.

ADDITIONAL FACTUAL AND PROCEDURAL BACKGROUND

The background facts underlying the claims asserted in this litigation are set forth at length in this Court's Orders of April 3, 2009 (Docket No. 85) (granting in part defendants' motions to dismiss) (607 F. Supp. 2d 258 (D. Mass. 2009)) and August 19, 2009 (granting defendants' motion for summary judgment dismissing copyright claim) (Docket No. 104) (646 F. Supp. 2d 185 (D. Mass. 2009)). Facts directly relevant to this motion are set forth in the Preliminary Statement, as supplemented below.

Steele's initial Complaint, dated October 8, 2008, named as one of the Defendants "Vector Management." (Docket No. 1 ¶ 3.) Defendants' counsel, believing that Steele intended to name the Vector entity that had entered into a contractual relationship with the Bon Jovi band to serve as its manager, appeared on behalf of "Vector 2 LLC," the correct "Vector" entity. (See Docket Nos. 10, 11, 34.)[5] Steele never objected to this appearance, and on January 30, 2009, Steele filed an Amended Complaint that named as a defendant Vector 2 LLC and omitted any reference to "Vector Management." (Docket No. 41 ¶ 18.)

After the Court approved Steele's application to proceed in forma pauperis (Docket No. 4), service of the Summons and initial Complaint herein was made by the U.S.

[5] Moving Defendants acknowledge that "2" was a typographical error, and that the correct name was, and is, "Vector Two, LLC." That error has no bearing on the issues raised herein or in Steele's most recent motion for entry of a default.

Marshall Service. A Vector representative, "Joel Hoffner (General Manager)" was served on December 8, 2008. (Docket No. 36.) However, while Steele repeatedly represents that Mr. Hoffner "accepted service" (Steele Mem. at 2, 12; see also id. at 5-6; Steele Aff. ¶ 42), in fact process was simply handed to him -- there is no indication that service was "accepted" on behalf of any particular entity.

In its April 3, 2009 Order, as noted, the Court dismissed Vector 2 from this lawsuit because it found that there was a complete absence of any allegations against a "Vector" entity, in either version of Steele's Complaint. 607 F. Supp. 2d at 263. In his First Circuit merits briefing, Steele acknowledged that he was not appealing this Court's dismissal of Vector 2. (See Exhibit A at 7.)

On August 12, 2010, Hunt emailed counsel for the Moving Defendants and requested a Local Rule 7.1 pre-motion conference on his proposed motion for entry of default against "Vector Management." (See Exhibit B.) That same afternoon, counsel for Moving Defendants responded, inter alia, as follows:

> The Plaintiffs . . . filed an Amended Complaint that named Vector 2 LLC as a defendant (Docket No. 41 at 3), and accordingly, no entity by the name of "Vector Management" has been a defendant herein. Moreover, Vector 2 LLC was dismissed from this lawsuit pursuant to Judge Gorton's April 3, 2009 Order (Docket No. 85 at 13), and on appeal to the First Circuit the Plaintiffs have conceded that they have taken no appeal as to that defendant (Appellants' Reply Brief at 7 ("Steele does not appeal the dismissal of his 93A and Lanham Act Claims as to all defendants and that Steele does not appeal the Rule 12(b)(6) dismissal of the copyright claims of . . . Vector 2 LLC . . . .")).

(Id.) Hunt ignored those deficiencies altogether, and proceeded to file the pending motion for entry of a default less than 15 minutes later.

ARGUMENT

I. THE MOTION FOR RULE 11 SANCTIONS SHOULD BE GRANTED

A. Steele's Claim That He Is Entitled To Entry Of A Default Against "Vector Management" Is Patently Frivolous

As noted, there are at least three independently-sufficient reasons why Steele's motion for a default against "Vector Management" is deficient and legally unsupportable. Each is addressed below.

1. A Default Judgment Against "Vector Management" -- Or Any Defendant -- Is Barred By The Doctrines Of Claim Preclusion And Collateral Estoppel

(a) Claim Preclusion

The long-established doctrine of claim preclusion prevents parties from "relitigating claims that could have been made in an earlier suit, not just claims that were actually made." Airframe Sys., Inc. v. Raytheon Co., 601 F.3d 9, 14 (1st Cir. 2010). The First Circuit has recognized that "[t]he doctrine of claim preclusion serves at least two important interests: protecting litigants against gamesmanship and the added litigation costs of claim-splitting, and preventing scarce judicial resources from being squandered in unnecessary litigation." Id.; see also Allen v. McCurry, 449 U.S. 90, 94 (1980) (recognizing that preclusion doctrines "relieve parties of the cost and vexation of multiple lawsuits" and "conserve judicial resources").

Claim preclusion applies if the following three factors are satisfied: "(1) the earlier suit resulted in a final judgment on the merits, (2) the causes of action asserted in the earlier and later suits are sufficiently identical or related, and (3) the parties in the two suits are sufficiently identical or closely related." Airframe, 601 F.3d at 14.

In Airframe, the First Circuit affirmed this Court's holding that claim preclusion barred the plaintiff from litigating a second copyright infringement action following the

dismissal of its first copyright infringement action concerning the same series of events. Id. at 19. In that case, the plaintiff attempted to relitigate its claims concerning the alleged infringement of a copyrighted source code. Id. at 12-13. The First Circuit reasoned that the plaintiff's second suit was barred because (1) the first suit had been dismissed on the merits, (2) the claims asserted in both actions shared a "common nucleus of operative facts" related to the same copyrighted work, and (3) a close and significant relationship existed between the defendant in the first action and the defendant in the second action. Id. at 14-18. Accordingly, the First Circuit held that "[p]laintiffs cannot obtain a second chance at a different outcome by bringing related claims against closely related defendants at a later date." Id. at 14.

(b) Collateral Estoppel

Closely related to the doctrine of claim preclusion is the doctrine of collateral estoppel. In O'Neill v. Dell Publishing Co., 630 F.2d 685, 690 (1st Cir. 1980), plaintiff, the author of an unpublished manuscript, appealed the district court's summary judgment ruling entered in favor of a publisher of a novel on the grounds that the works at issue were not substantially similar. Also on appeal was the dismissal of additional defendants for lack of personal jurisdiction. Id. The First Circuit affirmed the district court's judgment in favor of the defendant publisher because of the absence of substantial similarity between the works at issue. Id. at 686. In light of that affirmance, the First Circuit held that the appeal by the additional defendants relating to certain personal jurisdiction rulings was moot because "[o]ur affirmance of the district court's conclusion as to substantial similarity necessarily means that there was no infringement by any of the defendants. In these circumstances principles of collateral estoppel will bar plaintiff's claim" against the other defendants even though they "did not join in the motion for summary judgment." Id. at 686, 690 (emphasis added); see also DeCosta v. Viacom Int'l, Inc. 981 F.2d 602, 605 (1st Cir. 1992) (holding that the doctrine of collateral estoppel

barred plaintiff's trademark infringement claim against defendant Viacom, an entity created by CBS, a defendant to plaintiff's nearly identical prior lawsuit).

(c) Steele Is Precluded From Relitigating Claims Dismissed On The Merits

Steele has had his day in this Court. In this very lawsuit, all of his claims, asserted against more than 20 defendants, were dismissed on the merits. This Court concluded that there was no substantial similarity between the works at issue, precluding as a matter of law any assertion by Steele of a copyright infringement claim against any party based on the works at issue. Steele cannot now simply sweep all that away under the guise of seeking a post-judgment "default" against an entity that allegedly was served and did not appear.

The circumstances here are clearly well within the scope of the doctrines of claim preclusion and collateral estoppel. The only alleged role of "Vector Management," as noted, was as the manager of the Bon Jovi band. (Steele Mem. at 2; Steele Aff. ¶ 10.) Certainly that means that "Vector Management," whatever the actual legal name of that entity, is closely related to parties, e.g. Bon Jovi and the individual band members, that have already been dismissed herein.[6]

2. Steele Did Not Name "Vector Management" As A Defendant In His Amended Complaint, Which Superseded The Original Complaint

In his Amended Complaint, Steele named Vector 2 as a defendant -- there is no reference whatsoever to "Vector Management." (Docket No. 41 ¶ 3.) Thus, to the extent Steele ever asserted a claim in this lawsuit against an entity with the name "Vector Management," his Amended Complaint superseded the original Complaint in its entirety, and thereafter his original Complaint was a "dead letter" that "no longer perform[ed] any function in the case." ConnectU

[6] As is evident from Steele's motion papers, "Vector Management" is also closely related to "Vector 2," which also has been dismissed on the merits.

LLC v. Zuckerberg, 522 F.3d 82, 91 (1st Cir. 2008) (internal quotation marks omitted); see also Kolling v. Am. Power Conversion Corp., 347 F.3d 11, 16-17 (1st Cir. 2003) (holding that plaintiffs' "amended complaint completely supersedes his original complaint").[7]

3. Neither Of Steele's Complaints Ever Asserted Substantive Allegations Against Any Vector Entity

This Court has already held, in granting the motion to dismiss certain "Non-Implicated Defendants," that there are no substantive allegations against any party named "Vector" in either of Steele's Complaints. 607 F. Supp. 2d at 263. Steele did not appeal this decision to the First Circuit. (See Exhibit A at 7.) In addition to the absence of any allegations of wrongdoing, nothing in Steele's prolix motion for entry of a default even purports to offer additional factual allegations to cure that fundamental pleading deficiency. See generally Fed. R. Civ. P. 8; Ashcroft v. Iqbal, 556 U.S. __, 129 S. Ct. 1937, 1949 (2009) (recognizing that a plaintiff is obligated to plead "more than an unadorned, the-defendant-unlawfully-harmed-me accusation"). Rather, the only alleged involvement of "Vector Management" is in the lengthy, and irrelevant, recitation presented by Steele of the efforts he claims he made, prior to filing this lawsuit, to protest alleged conduct later incorporated in his lawsuit. (See Steele Mem. at 6-9; Steele Aff. ¶¶ 9-15.) These accusations, even if true, do not constitute copyright infringement, and certainly have no bearing on the issue of substantial similarity.

B. In Any Event, There Would Be "Good Cause" For Not Entering A Default

As shown above, Steele's motion for entry of a default is far too little and far too late -- the default issue having first been raised nearly one year after the entry of final judgment on the merits against him.

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[7] Given Steele's pro se status, this Court undertook to read Steele's "original and amended complaints together." 607 F. Supp. 2d at 262. Taking this approach, it is clear that "Vector 2 LLC" replaced "Vector Management" as the Bon Jovi manager defendant.

The Federal Rules of Civil Procedure, moreover, provide that a court "may set aside an entry of default for good cause." Fed. R. Civ. P. 55(c). The First Circuit has expressed a strong preference for resolving disputes on the merits, not through default judgments. Coon v. Grenier, 867 F.2d 73, 79 (1st Cir. 1989) (reversing district court's denial of motion to remove default judgment, reasoning that "doubts should be resolved in favor of adjudicating contested claims on the merits").

For these reasons, even if the Court were to determine that an entity known as "Vector Management" technically defaulted -- which it did not -- that default would have to be set aside for good cause in any event. See id. There would be good cause to set aside any technical default (again, which is and remains disputed) because Vector 2 filed a notice of appearance and defended the interests of the entity that was the Bon Jovi manager. There also would be good cause because of the lack of substantive allegations concerning any Vector entity in either Complaint, and because all claims were dismissed on the merits as a matter of law against more than 20 defendants.

C. The Court Should Impose Rule 11 Sanctions Against Steele And Hunt

1. Applicable Legal Standard

Rule 11 of the Federal Rules of Civil Procedure provides that "[b]y presenting to the court a pleading, written motion, or other paper -- whether by signing, filing, submitting, or later advocating it -- an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

> (i) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation,
>
> (ii) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law,

(iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Fed. R. Civ. P. 11(b)(1)-(3).

The First Circuit has recognized that Rule 11 "prohibits filings made with any improper purpose, the offering of frivolous arguments, and the assertion of factual allegations without evidentiary support or the likely prospect of such support." Roger Edwards, LLC v. Fiddes & Son Ltd., 437 F.3d 140, 142, 144-45 (1st Cir. 2006) (affirming award of Rule 11 sanctions where the plaintiff made "highly dubious" allegations, which even if true, would not have impacted the litigation) (internal quotation marks omitted); see also Nyer v. Winterthur Int'l, 290 F.3d 456, 460 (1st Cir. 2002) ("Rule 11 provides for the imposition of sanctions against an attorney who files a pleading, motion or paper that is not well grounded in fact, or is not warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, or is interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation" (internal quotation marks omitted)).

This Court has acknowledged that one of the primary purposes of Rule 11 sanctions is to "protect parties and the Court from wasteful, frivolous, and harassing lawsuits." Jones v. Soc. Sec. Admin., No. C.A.03-12436-DPW, 2004 WL 2915290, at *3 (D. Mass. Dec. 14, 2004). As such, Rule 11 permits an award of sanctions "to deter repetition of the conduct," including a "nonmonetary directive," "an order to pay a penalty into court" or, where "warranted for effective deterrence, an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation." Fed. R. Civ. P. 11(c)(4);

see also Jones, 2004 WL 2915290, at *3 ("The imposition of a Rule 11 sanction usually serves two main purposes: deterrence and compensation").[8]

In addition to the power to impose Rule 11 sanctions, this Court also has the inherent power to "manage its own proceedings and to control the conduct of litigants who appear before it through the issuance of orders or the imposition of monetary sanctions for bad-faith, vexatious, wanton, or oppressive behavior." Jones, 2004 WL 2915290, at *4 (enjoining plaintiff from filing further actions absent leave of Court).

2. Rule 11 Sanctions Are Warranted In This Case

Sanctions are clearly warranted here, given the complete absence of any good faith basis for this motion. Steele and Hunt have violated Rule 11 by, among other things, asserting "factual allegations without evidentiary support or the likely prospect of such support." Roger Edwards, LLC, 437 F.3d at 142 (internal quotation marks omitted); see also Fed. R. Civ. P. 11(b)(3). The claims against "Vector Management" are being interposed for an improper purpose, to harass the Moving Defendants, cause unnecessary delay in concluding this lawsuit, and needlessly increasing the cost of litigation. See Fed. R. Cir. P. 11(b)(1).

Ordering Steele and Hunt to jointly and severally pay a penalty to the Court, as well as awarding the Moving Defendants herein their reasonable attorneys' fees and costs, will serve the two main purposes of Rule 11 sanctions: deterrence and compensation. See Jones, 2004 WL 2915290, at *4. Put simply, monetary sanctions are necessary to deter Steele and Hunt

[8] See also Reinhardt v. Gulf Ins. Co., 489 F.3d 405, 417 (1st Cir. 2007) (affirming district court's imposition of Rule 11 sanctions that reprimanded plaintiff's attorney not for misstating facts or law but for "unnecessarily forcing defendants to litigate [an] issue and taking up court time and consequently burdening other individuals' rights to come before the court in a timely manner to have their issues litigated" (internal quotation marks omitted)); Hughes v. McMenamon, 379 F. Supp. 2d 75, 81 (D. Mass. 2005) (warning that "any future filing of abusive, frivolous or vexatious cases in this Court will result in the imposition of sanctions, including an order enjoining [plaintiff] from filing further proceedings in this Court").

from filing future frivolous motions, and to compensate the Moving Defendants for the costs they incurred in filing this motion.

CONCLUSION

For the foregoing reasons, the Court should grant this motion and impose Rule 11 sanctions against Steele and his attorney Christopher A.D. Hunt.

Dated: August 24, 2010
(service of motion per Rule 11)
Boston, Massachusetts

Filing Date: September 15, 2010

CERTIFICATE OF SERVICE

I, Christopher G. Clark, hereby certify that on August 24, 2010, I caused a true copy of the foregoing document to be served by hand delivery upon counsel for Plaintiffs, Christopher A.D. Hunt, The Hunt Law Firm LLC, 10 Heron Lane, Hopedale, Massachusetts 01747.

Dated: August 24, 2010 /s/ Christopher G. Clark
Christopher G. Clark

CERTIFICATE OF SERVICE

I, Christopher G. Clark, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered participants on September 15, 2010.

Dated: September 15, 2010 /s/ Christopher G. Clark
Christopher G. Clark

Respectfully submitted,

/s/ Matthew J. Matule

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Exhibit A

No. 09-2571

United States Court Of Appeals
For the First Circuit

SAMUEL BARTLEY STEELE; BART STEELE PUBLISHING; STEELE RECORDZ

Plaintiffs – Appellants

v.

TURNER BROADCASTING SYSTEM, INC.; TIME WARNER, INC.; JON BONGIOVI, individually and d/b/a Bon Jovi Publishing; RICHARD SAMBORA, individually and d/b/a Aggressive Music; WILLIAM FALCONE, individually and d/b/a Pretty Blue Songs; FOX BROADCASTING CO.; MAJOR LEAGUE BASEBALL PROPERTIES, INC.; MLB PRODUCTIONS, A&E; A&E/AETV; BON JOVI; AEG LIVE, LLC; MARK SHIMMEL MUSIC; VECTOR MANAGEMENT; AGGRESSIVE MUSIC, a/k/a Sony ATV Tunes; BON JOVI PUBLISHING; UNIVERSAL MUSIC PUBLISHING GROUP; UNIVERSAL POLYGRAM INTERNATIONAL PUBLISHING, INC., PRETTY BLUE SONGS; SONY ATV TUNES; KOBALT MUSIC PUBLISHING AMERICA, INC.; BOSTON RED SOX

Defendants – Appellees

THE AMERICAN SOCIETY OF COMPOSERS; FOX TELEVISION STATIONS, INC.; ISLAND RECORDS, a/k/a Island Def Jam Records; BIGGER PICTURE CINEMA CO.,

Defendants

APPEAL FROM THE U.S. DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

REPLY BRIEF OF APPELLANTS SAMUEL BARTLEY STEELE; BART STEELE PUBLISHING; STEELE RECORDZ

Christopher A.D. Hunt
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I. Appellees and Claims Subject to This Appeal

Appellees' Brief ("MLB Brief") correctly observes that Steele does not appeal the dismissal of his 93A and Lanham Act Claims as to all defendants and that Steele does not appeal the Rule 12(b)(6) dismissal of the copyright claims of Fox Broadcasting Company, Sony ATV/Tunes LLC, Vector 2 LLC, and Universal Music Publishing. MLB Brief at 22, 24; Steele Brief at 13, 15, 32, 35-36.

Steele's Appellate Brief ("Steele's Brief") makes clear he is appealing the district court's dismissal of his copyright claims as a matter of law as to all other Defendant-Appellees named in the caption (collectively hereinafter referred to as "MLB"). Steele Brief at 13-15, 20, 32-82. The undersigned, however, unintentionally omitted from Steele's Brief the above designation of "MLB" as shorthand for all remaining Defendants-Appellees.[1]

MLB has not been prejudiced by my omission.[2] The district court's discovery and summary judgment rulings applied to all defendants equally and this Court's

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[1] MLB knew Steele was not limiting his appeal to TBS and Major League Baseball. Shortly after the appeal was docketed, the undersigned and MLB counsel Christopher Clark exchanged friendly e-mails and agreed which parties were properly subject to the appeal.

[2] Defendants-Appellees are all represented by the same counsel.

Respectfully submitted, Samuel Bartley Steele,
Steele Recordz, Bart Steele Publishing,
By their counsel,

/s/Christopher A.D. Hunt
Christopher A.D. Hunt
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Court of Appeals Bar #61166
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Dated: April 20, 2010

Exhibit B

From: Clark, Christopher G (BOS)
Sent: Thursday, August 12, 2010 4:22 PM
To: 'Christopher Hunt'
Cc: Plevan, Kenneth A (NYC); Sloan, Cliff (WAS); Brown, Scott (BOS); Matule, Matthew J (BOS)
Subject: RE: Steele Rule 7.1 Request

Mr. Hunt,

At the initiation of this lawsuit, our firm filed an appearance on behalf of, and represented, an entity named Vector 2 LLC (Docket Nos. 10, 11 and 34), which was misidentified in the original complaint as Vector Management. The Plaintiffs subsequently filed an Amended Complaint that named Vector 2 LLC as a defendant (Docket No. 41 at 3), and accordingly, no entity by the name of "Vector Management" has been a defendant herein. Moreover, Vector 2 LLC was dismissed from this lawsuit pursuant to Judge Gorton's April 3, 2009 Order (Docket No. 85 at 13), and on appeal to the First Circuit the Plaintiffs have conceded that they have taken no appeal as to that defendant (Appellants' Reply Brief at 7 ("Steele does not appeal the dismissal of his 93A and Lanham Act Claims as to all defendants and that Steele does not appeal the Rule 12(b)(6) dismissal of the copyright claims of . . . Vector 2 LLC . . . .")).

Therefore, this firm no longer represents Vector 2 LLC (or, for that matter, any of the other former defendants as to which a final judgment has been entered and to which the Plaintiffs have taken no appeal). Accordingly, we are not in a position to comment on behalf of Vector 2 LLC as to your proposed motion.

Speaking on behalf of the other defendants who remain in this case on appeal, and without the benefit of having read your proposed motion, to the extent it advances theories and arguments similar to those set forth in your previous Motion For Entry Of Default As To MLB Advanced Media, L.P. (Docket No. 118), we would oppose your motion. Such a motion would not only be unfounded (as explained in Defendant Major League Baseball Properties, Inc.'s Opposition To Plaintiffs' Rule 55(a) Motion For Entry Of Default Against MLB Advanced Media, L.P. (Docket No. 120)), but it would also impose further unnecessary burdens on the Court.

Regards,
Chris

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From: Christopher Hunt [mailto:cadhunt@earthlink.net]
Sent: Thursday, August 12, 2010 12:02 PM
To: Clark, Christopher G (BOS)
Cc: Plevan, Kenneth A (NYC); Sloan, Cliff (WAS); Brown, Scott (BOS); Matule, Matthew J (BOS)
Subject: Steele Rule 7.1 Request
Importance: High

Gentlemen:

I write to request a Rule 7.1 conference on a motion I am about to file, specifically a Motion for Entry of Default as to Vector Management.

Please contact me at the number below to confer or, if you prefer, reply in e-mail form as to whether you assent to the motion.

Please reply as soon as possible.

Thank you for your consideration.

Regards,

Chris

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