UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SAMUEL BARTLEY STEELE Plaintiff v. ANTHONY RICIGLIANO, BOB BOWMAN, BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP, BRETT LANGEFELS, CRAIG BARRY, DONATO MUSIC SERVICES, INC., FENWAY SPORTS GROUP a/k/a FSG f/k/a New England Sports Enterprises LLC, JACK ROVNER, JAY ROURKE, JOHN BONGIOVI, individually and d/b/a Bon Jovi Publishing, JOHN W. HENRY, LAWRENCE LUCCHINO, MAJOR LEAGUE BASEBALL ADVANCED MEDIA, L.P., MAJOR LEAGUE BASEBALL PROPERTIES, INC., a/k/a and/or d/b/a Major League Baseball Productions, MARK SHIMMEL individually and d/b/a Mark Shimmel Music, MIKE DEE, NEW ENGLAND SPORTS ENTERPRISES LLC f/d/b/a Fenway Sports Group f/a/k/a FSG, RICHARD SAMBORA individually and d/b/a) Aggressive Music, SAM KENNEDY, THOMAS C. WERNER, TIME WARNER INC., TURNER BROADCASTING SYSTEM, INC., TURNER SPORTS, INC., TURNER STUDIOS, INC, VECTOR MANAGEMENT LLC f/k/a and/or a/k/a and/or successor in interest to Vector Management, WILLIAM FALCON individually and d/b/a Pretty Blue Songs, Defendants	) Civil Action) No. 10-11458

PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS THE VERIFIED COMPLAINT

Plaintiff Samuel Bartley Steele ("Steele") hereby respectfully opposes Defendants' Motions to Dismiss the Verified Complaint ("Motions to Dismiss). With the exception of Defendant Fenway Sports Group a/k/a FSG f/k/a New England Sports Enterprises LLC, all Defendants have adopted the arguments earlier made by Defendants Turner Broadcasting System, Inc. and Boston Red Sox

Baseball Club Limited Partnership in their September 1, 2010 Memorandum in Support of Motion to Dismiss (Docket No. 8). See Docket Nos. 37-39, 47.[1]

Steele refers to his September 20, 2010 Opposition to the Moving Defendants' Motion to Dismiss and for Other Relief (Docket No. 16) and adopts the arguments set forth therein in their entirety in Opposing the instant Defendants' Motions to Dismiss (Docket Nos. 37-39, 47). See Plaintiff's Opposition to the Moving Defendants' Motion to Dismiss and for Other Relief ("Plaintiff's Opposition"), Docket No. 16.

In addition, Steele submits Exhibits 1 and 2, attached, in support of Plaintiff's Opposition. Each Exhibit is a series of letters between the undersigned and Defendants' counsel supporting Steele's argument that fraud on the Court prevents preclusive effect of Steele I (08-11727) in this case. See Plaintiff's Opposition at pp. 13-18.

Exhibit 1is a series of letters initiated by Steele on October 11, 2010, attempting to negotiate a voluntary dismissal of Steele II (Steele v. Bongiovi, et al., 1:10-cv-11218-DPW). See Exhibit 1. In the letters Defendants concede knowingly submitting false and spoliated evidence to this Court, under penalty of perjury, in Steele I, by removing (among other things) the MLBAM copyright notice from the infringing work. See Exhibit 1 (particularly the undersigned's October 20, 2010 letter to Plevan and Plevan's reply that same day). As this Court recently found, MLBAM was

---

[1]In addition, Defendants Anthony Ricigliano, Donato Music Services, Inc., Brett Langefels, and Craig Barry filed a separate Memorandum of Law in Support of their Motion to Dismiss based on Rule 12(b)(2). Steele filed his Opposition to said Rule 12(b)(2) Motion this day as well. See Docket No. 51.

served with process and defaulted in Steele I. See September 27, 2010 Memorandum and Order in Steele I (08-11727) (Docket No. 136), at 8-9 ("Steele I Order").

Defendants' concession of removal of the MLBAM copyright notice, combined with this Court's finding of default, strongly support Steele's Motion's argument of fraud on the Court, which impeaches the ensuing judgment and deprives it of preclusive effect. See Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 244-245 (1944); see also Medina v. Chase Manhattan Bank, N.A., 737 F.2d 14, 144 (1st Cir. 1984) (a judgment may lose its preclusive effect in the presence of fraud); Boston Regional Medical Center, Inc. v. Reynolds, 2004 WL 1778881 at *5 (D.Mass) ("When a fraud on the court is found, the array of remedies available to redress the harm is extensive and would not preclude the undoing of the res judicata effect of a prior judgment.").

Exhibit 2 contains two letters, again initiated by Steele on September 10, 2010 - prior to the Court's September 27, 2010 Steele I Order – related to Defendants' Rule 11 Motion as to Steele's Motion for Default as to MLBAM in Steele I. See Exhibit 2. The Steele I Order denied Defendants' Rule 11 Motion. See Steele I Order.

The letters attached as Exhibit 2 are significant to the instant motion insofar as Defendants deny removing the MLBAM copyright notice, in contradiction to their concession in the later post-Steele I Order exchange (Exhibit 1). See Exhibits 1, 2. No doubt Defendants were concerned – as they state – that Steele might use their reply in opposing Defendants' Rule 11 Motion and, accordingly, limited their reply to denying removal of the MLBAM copyright notice. See Exhibit 2. In fact, Steele was planning on doing exactly that, given Defendants' decision to withhold any "substantive response" to Steele's queries. See Exhibit 2. However, the Court issued its Steele I

ruling denying Defendants' Rule 11 Motions prior to Steele filing any oppositions thereto. See Steele I Order.

In sum, the correspondence contained in Exhibits 1 and 2 provide clear evidence of fraud on the Court.

Finally, a correction to Steele's September 20, 2010 Opposition. On page 14 Steele references Defendants' "Notice of Recent Activity" as Docket No. 9. In fact, Defendants' "Notice of Recent Activity" is Docket No. 14.

WHEREFORE, plaintiff Samuel Bartley Steele requests that this Honorable Court deny Defendants' Motions to Dismiss.

Dated: November 19, 2010

Respectfully submitted,
Plaintiff Samuel Bartley Steele,
by his counsel,

/s/Christopher A.D. Hunt
Christopher A.D. Hunt
MA BBO# 634808
THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
cadhunt@earthlink.net

CERTIFICATE OF SERVICE

I, Christopher A.D. Hunt, 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 November 19, 2010.

Dated: November 19, 2010

/s/ Christopher A.D. Hunt
Christopher A.D. Hunt

EXHIBIT 1

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

VIA ELECTRONIC MAIL

October 11, 2010

Clifford M. Sloan, Esq.
Skadden Arps Slate Meagher & Flom LLP
1440 New York Ave., N.W.
Washington, DC 20005-0000

Re: **Steele II Status Following Court's September 27, 2010 Order**
Steele v. Bongiovi, et al., No. 1:10-cv-11218-DPW (Steele II)

Dear Attorney Sloan:

I write about a fact issue relating to Steele II arising from to the Court's September 27, 2010 Order ("Order") in Steele I (08-11727). Steele II is based on 17 U.S.C. §§ 1202 and 1203, prohibiting removal or alteration of copyright management information, e.g., a copyright notice. The factual basis of Steele II is defendants' unauthorized removal of MLBAM's copyright notice from the MLB Audiovisual:

> Defendant[s], without the authority of the copyright owner or law, intentionally removed or altered, or knowingly and materially contributed to the intentional removal or alteration of, copyright management information from the MLB Audiovisual, including information set forth in MLBAM's notice of copyright... See, generally, Steele II Complaint (emphasis supplied).

The Order found that "MLBAM was adequately served with process," Order at 9, leaving open the possibility that MLBAM was aware of, and authorized, removal of the MLBAM copyright notice from the MLB Audiovisual filed with the Court. If MLBAM did, in fact, authorize removal of the copyright notice, Steele, in good faith, would have no choice but to dismiss Steele II.

However, as the record stands, MLBAM's authority or lack thereof is an open question. If MLBAM will confirm in writing that it authorized the removal of its copyright notice from the MLB Audiovisual filed in Steel I, Steele will dismiss Steele II. Out of an abundance of caution, dismissal of Steele II would be without prejudice. However, barring new or newly discovered evidence contrary to MLBAM's confirmation that it authorized removal of the copyright notice (if provided), Steele will not re-file or otherwise assert §§1202 and 1203 violations arising from the MLB Audiovisual filed in Steele I.

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

Accordingly, I ask that you provide confirmation that MLBAM authorized removal of its copyright notice from the MLB Audiovisual, if possible, at which point Steele will immediately dismiss Steele II. If, on the other hand, MLBAM did not authorize removal of its copyright notice or if you are unwilling or unable to determine whether MLBAM gave such authorization, please so advise. In that event, Steele will have no choice but to maintain Steele II.

At this point, the Steele II summonses have not yet been forwarded to the U.S. Marshal's office for service of process. Given the Order, Steele decided that, without providing MLBAM the opportunity to clarify its authority or lack thereof, Steele could not pursue Steele II in good faith.

Accordingly, I request that you respond at your earliest convenience. If we do not hear from you by Thursday, October 14, 2010, we will have no choice but to assume MLBAM did not authorize removal of its copyright notice and will proceed with service of process. If you need additional time to procure MLBAM's written confirmation, please so advise as soon as possible and we will endeavor to accommodate any reasonable request.

In the meantime, if you need any further clarification or have any questions, please do not hesitate to contact me.

Thank will you for your attention to this matter.

Very truly yours,

Christopher A.D. Hunt

cc: Kenneth A. Plevan, Esq. (via e-mail)
Scott D. Brown, Esq. (via e-mail)
Matthew J. Matule, Esq. (via e-mail)
Christopher G. Clark, Esq. (via e-mail)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK 10036-6522

TEL: (212) 735-3000
FAX: (212) 735-2000
www.skadden.com

FIRM/AFFILIATE OFFICES
BOSTON
CHICAGO
HOUSTON
LOS ANGELES
PALO ALTO
SAN FRANCISCO
WASHINGTON, D.C.
WILMINGTON
BEIJING
BRUSSELS
FRANKFURT
HONG KONG
LONDON
MOSCOW
MUNICH
PARIS
SÃO PAULO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
TORONTO
VIENNA

DIRECT DIAL
(212) 735-3410
DIRECT FAX
(917) 777-3410
EMAIL ADDRESS
KENENTH.PLEVAN@SKADDEN.COM

October 14, 2010

BY EMAIL AND FIRST CLASS MAIL

Christopher A.D. Hunt, Esq.
The Hunt Law Firm LLC
10 Heron Lane
Hopedale, Massachusetts 01747

RE: *Steele II*

Dear Mr. Hunt:

This letter responds to your October 11, 2010 letter, addressed to my colleague Clifford M. Sloan, regarding *Steele v. Bongiovi*, No. 10-11218-DPW (D. Mass. filed July 20, 2010) (Woodlock, J.) ("*Steele II*").

While your letter purports to outline a course of action that could result in the withdrawal of *Steele II* without prejudice, in our view your letter was not sent in good faith. This is because the letter repeatedly *assumes* that a copyright notice was removed from the version of the "Turner Promo" submitted by defendants to Judge Gorton in "*Steele I*."[1] Indeed, your two-page letter employs the word "removal" ten times. However, as we have previously advised you,[2] no copyright notice was in fact removed from said version of the Turner Promo,

---

1 *Steele v. Turner Broadcasting System, Inc.*, No. 08-11727-NMG (D. Mass. filed Oct. 8, 2008) (Gorton, J.)

2 *See, e.g.*, Letter dated September 13, 2010 from Kenneth Plevan to Christopher A.D. Hunt at 2 ("[N]either this firm, nor any of its attorneys, removed an MLBAM copyright notice, or any other copyright notice, from what we had referred to as the 'Turner Promo' submitted to and considered by the Court in granting summary judgment dismissing Plaintiffs' copyright claim. Nor, to the knowledge of this firm and its attorneys, did any defendant 'remove' any copyright notice from the Turner Promo.").

notwithstanding your repeated and baseless assertions to the contrary. Accordingly, having not removed any copyright notice, there was no occasion for any defendant in *Steele II* to have considered whether the consent of a copyright owner should be solicited or was required.

We note next that in connection with the series of *Steele* lawsuits, you have sent numerous such letters to one or more defendants. You then place each, and their responses, in the public record, leading us to conclude that (i) none have been sent in good faith, but in an effort to seek to gain a tactical advantage, and (ii) the letters are part of the effort by you and Mr. Steele to harass defendants with baseless litigation tactics.

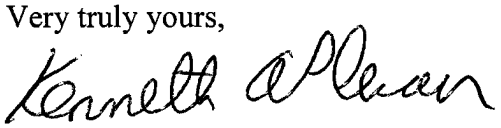
Next, we note that the so-called alteration/removal issue has been raised by plaintiffs in *Steele I* no less than *five times.* (*See, e.g.*, Motion for Entry of Default as to MLBAM at 7-8; Reply Memorandum of Law in Support of Motion for Entry of Default as to MLBAM at 6; First Circuit Opening Brief at 18-19; First Circuit Reply Brief at 8-9; First Circuit Motion for Sanctions at 7-8.) You have never provided any proper rationale for using that allegation as the basis for an independent lawsuit.

Next, as you also know, after considering several of your filings raising the removal/alteration issue, the *Steele I* District Court concluded that although "Steele alleges that the Defendants . . . have made a number of misrepresentations to the Court . . . . Steele does not, however, explain how his allegations have any bearing on the Court's decision with respect to these motions and offers no evidence of bad faith on the part of the Defendants." (Memorandum & Order dated September 27, 2010 (Docket No. 136). That express rejection of Steele's baseless removal/alteration allegation further confirms that *Steele II* is on its face meritless as a matter of law.

In conclusion, we note that there are several additional grounds for the dismissal of *Steele II* on the face of the Complaint as a matter of law, however, no useful purpose would be served by outlining them here.

You note that process in *Steele II* has not been served. You should withdraw *Steele II* with prejudice, as it is completely without merit and constitutes the kind of improper conduct regarding which you and Mr. Steele have now been "forewarned" by Judge Gorton. Defendants reserve the right to seek sanctions if the lawsuit is not promptly withdrawn with prejudice.

Very truly yours,



Kenneth A. Plevan

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

VIA ELECTRONIC MAIL

October 20, 2010

Kenneth A. Plevan, Esq.
Skadden Arps Slate Meagher & Flom LLP
Four Times Square
New York, NY 10036-6522

Re: Steele v. Bongiovi, et al., No. 1:10-cv-11218-DPW (Steele II)

Dear Mr. Plevan:

This will respond to your October 14, 2010 letter replying to my offer to conditionally withdraw Steele II.

Steele II does not allege that the MLBAM copyright notice was removed from "the version of the 'Turner Promo' submitted by defendants to Judge Gorton in *'Steele I,'*" or that a "copyright notice was in fact removed from said version of the Turner Promo," or that the notice was removed "from what [you] had referred to as the 'Turner Promo' submitted to and considered by the Court." See October 14, 2010 letter, 1-2, and 1 n.2 (emphasis supplied). Obviously, that "version" did not contain the MLBAM copyright notice, so there was nothing to "remove;" denying that the copyright notice was "removed" from a "version" that did not contain the copyright notice is meaningless.

The infringing audiovisual at issue in Steele I, and therefore in Steele II, is the actual final, published, and public audiovisual that Steele (and millions of others) saw beginning on August 27, 2007 at MLB.com and that was played at thousands of theaters, ballparks, and other public venues nationally and around the world. It displays the MLBAM copyright notice.

The infringing audiovisual at issue is not, and by definition could not be, the draft, unpublished, and non-public audiovisual dated August 20, 2007 and titled "VERSION: FINAL 2," which did not contain the MLBAM copyright notice, and which Defendants filed - and represented to the Court as a "true and correct" copy of the infringing audiovisual - with the Court in Steele I.[1]

---

[1] For clarity, I will refer to the infringing work at issue in Steele I and Steele II as the "MLB Audiovisual" and to the audiovisual Defendants filed in Steele I as "Defendants' Audiovisual."

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

The issue in Steele II, therefore, is simple: whether Defendants submitted an accurate ("true and correct") copy of the infringing work at issue, i.e., the MLB Audiovisual, which, by definition, includes the MLBAM copyright notice The answer is clearly no, which you now concede by referring only to the "version" (not copy) Defendants filed with the Court.

However, at the time of filing, Defendants represented - in Declarations (made under penalty of perjury) and in numerous other Court filings - that their Audiovisual was a "true and correct" copy of the MLB Audiovisual. Defendants never once represented to the Court that their Audiovisual was a "version" rather than a copy of the MLB Audiovisual, as Defendants now argue.

For example, In your December 8, 2008 filings in support of Defendants' Motion to Dismiss, Defendants refer to Steele's allegations that "Turner allegedly created an 'ad,'" and state that because "Steele has not included a copy of the allegedly infringing Turner Promo in his Complaint exhibits, it is submitted with the Brown Declaration as Exhibit 1 thereto." See Defendants Memorandum of Law in Support of Motion to Dismiss (Docket entry 18) at 3 and at 3 n.3.

The February 18, 2009 Declaration of Scott D. Brown in support of Defendants' Motion to Dismiss (Docket entry 50), states the following:

> A true and correct copy of an audiovisual file of the promotional video (referred to by plaintiffs in the Amended Complaint as an "ad") that Defendant Turner Broadcasting System Inc. is alleged in paragraph 27 of the Amended Complaint to have created to promote the 2007 postseason (the "TBS Promo") is contained in the DVD submitted herewith as Exhibit 1.

See February 18, 2009 Brown Declaration at 2, ¶ 2.

Paragraph 27 of Steele's Amended Complaint (Docket entry 41) refers to the announcement of the "full length promo" of the audiovisual. See Steele Amended Complaint at ¶ 27. The "full-length promo" of the audiovisual as described in Paragraph 27 of Steele's Amended Complaint is, of course, the MLB Audiovisual, which contains the MLBAM copyright notice.

The June 10, 2009 Declaration of Scott D. Brown contains nearly identical language, identifying the enclosed DVD- Exhibit 6 - as containing a "true and correct copy" of the "promotional video" identified by Steele in paragraph 27 of his Amended Complaint to have been

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

created by "Defendant Turner Broadcasting System, Inc." See June 10, 2009 Brown Declaration, ¶11.

The same June 10, 2009 Brown Declaration states that Exhibit 1 to Steele's original Complaint "comprised of an overlay of the TBS Promo visuals with Steele's song." See Id. at ¶12 (emphasis supplied). The "visuals" to the "TBS Promo" (as defined by Defendants), contained in Exhibit 1 to Steele's original Complaint and referenced in the June 10, 2009 Brown Declaration, were visuals of the MLB Audiovisual, which contained the MLBAM copyright notice.

Defendants' Audiovisual would necessarily have to include all elements of the MLB Audiovisual, including the MLBAM copyright notice, in order to be a copy, rather than merely a "version."[2]

Defendants' Audiovisual, therefore, was not a "true and correct" copy of the MLB Audiovisual. The lack of MLBAM's copyright notice on Defendants' Audiovisual is the primary basis of Steele II. Whether the MLBAM copyright notice was deleted, omitted, or never a part of Defendants' Audiovisual is irrelevant to Steele II.[3]

What is relevant is that Defendants' Audiovisual did not contain the copyright management information "conveyed in connection with [a copy]" of the MLB Audiovisual, pursuant to §1202(c). Accordingly, the copyright management information (or lack thereof) conveyed in Defendants' Audiovisual was *de jure* removed and otherwise false. See 17 U.S.C. §§1202(a)(1), (b)(1), (c), (c)(1), (c)(3).

Accordingly, Steele rejects your attempt to sidestep the issue by referencing different "versions" of the audiovisual. Putting aside the inherent fraud of filing a materially different "version" with the Court - which you now not only explicitly acknowledge (in direct contradiction to your false representations of it as a "true and correct copy"), but brazenly attempt to use your false filing to defend Steele II - 17 U.S.C. §1202 is concerned with "copies," not "versions."

---

[2] Section 1202(c) defines the term "copyright management information" as information "conveyed in connection with copies" of a work identifying the work or the copyright owner of the work, including information contained in a copyright notice. See 17 U.S.C. §§1202(c), (c)(1), 1202 (c)(3).

[3] Though it certainly would have been relevant during the litigation of Steele I.

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

In sum, that Defendants' Audiovisual conveyed false and/or removed copyright management information "in connection with copies" of the MLB Audiovisual is incontrovertible. Your October 14, 2010 letter's attempt to improperly reframe the issue as one of different "versions" rather than one of "copies" merely confirms this fact.

Nonetheless, I now reiterate my offer to withdraw Steele II without prejudice if you provide a written statement from MLBAM confirming their authorization of Defendants' filing of Defendants' Audiovisual without MLBAM's copyright notice in Steele I. I am sure you realize that if MLBAM did authorize the filing of Defendants' Audiovisual, but for whatever reason you are unwilling to provide proof of that authorization now - and such evidence is later discovered - you will have forced unnecessary litigation upon the Steele II Defendants and the Court and wasted judicial resources, which is sanctionable conduct.

Conversely, if MLBAM did not authorize Defendants' filing of Defendants' Audiovisual, then the Steele II Defendants violated 17 U.S.C. §1202, and Steele II will be pursued in good faith.

If I do not hear from you by 5:00 p.m. today, I will assume MLBAM did not authorize Defendants' filing of the MLB Audiovisual and will commence service of process in Steele II.

The remaining issues raised in your letter of October 14, 2010 have little or no relevance to Steele II or my request, but nonetheless compel a response.

First, I take issue with your assertion that my letter and offer are not made in good faith. As with each and every prior correspondence to you requesting information, my purpose is to avoid unnecessary litigation, whether in the form of a new claim, as here, or attempting to avoid

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

unnecessary motion practice, as with my prior letters. I will continue, where appropriate, to seek information from you that may help avoid or minimize litigation, now or in the future.[4]

Second, as you point out, Steele has raised the issue of the missing MLBAM copyright notice several times ("no less than *five times*," according to your October 14 2010 letter). Defendants, of course, have also failed to explain the absence of the MLBAM copyright notice each of the "no less than *five times*" Steele has raised the issue.[5]

Finally, as to the Court's September 27 2010 Order, you are simply wrong. The Court made no "express" findings as to the issue of the removed MLBAM copyright notice whatsoever.

Thank you for your attention to this matter.

Very truly yours,

Christopher A.D. Hunt

cc: Clifford Sloan, Esq. (via e-mail)
Scott D. Brown, Esq. (via e-mail)
Matthew J. Matule, Esq. (via e-mail)
Christopher G. Clark, Esq. (via e-mail)

---

[4] As to any "tactical advantage" to Steele I can only say that any such advantage gained by Steele is the result of Defendants' inability or unwillingness to provide information in support of Defendants' claims and defenses, which Steele seeks solely to move this litigation to an expedient - but fair - conclusion. As to your claim of "harassment," you have the right - and have exercised the right - to ignore Steele's good faith requests; you also have the reciprocal right to request information or clarification from Steele. Seeking to avoid unnecessary litigation or motion practice is not "harassment," but is, in fact, lauded by the Courts.

[5] Steele has also explained in detail in previous court filings the significance the omitted MLBAM copyright notice. in particular that it is consistent with MLBAM's default (confirmed by the Court's September 27, 2010 Order) and other facts showing an effort to improperly remove MLBAM from Steele I and to otherwise conceal infringement.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK 10036-6522

TEL: (212) 735-3000
FAX: (212) 735-2000
www.skadden.com

DIRECT DIAL
(212) 735-3410
DIRECT FAX
(917) 777-3410
EMAIL ADDRESS
KENENTH.PLEVAN@SKADDEN.COM

FIRM/AFFILIATE OFFICES
BOSTON
CHICAGO
HOUSTON
LOS ANGELES
PALO ALTO
SAN FRANCISCO
WASHINGTON, D.C.
WILMINGTON
BEIJING
BRUSSELS
FRANKFURT
HONG KONG
LONDON
MOSCOW
MUNICH
PARIS
SÃO PAULO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
TORONTO
VIENNA

October 20, 2010

BY EMAIL

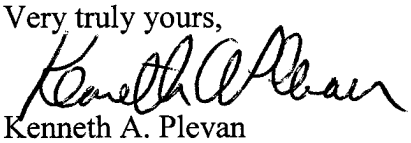
Christopher A.D. Hunt, Esq.
The Hunt Law Firm LLC
10 Heron Lane
Hopedale, MA 01747

RE: Steele, et al. v. Turner Broadcasting System, Inc., et al., No. 08-11727-NMG (D. Mass.)

Dear Mr. Hunt:

Responding briefly to your letter of today, October 20, 2010, you still have failed to explain how a copyright notice is either (i) part of a work of authorship protected by copyright, or (ii) would have in any way impacted Judge Gorton's analysis of the copyright infringement claim in *Steele I.* We can only surmise that the "removal" issue is one contrived by you post-dismissal, in a misguided effort to try to make an "end-run" around Judge Gorton's complete dismissal of Mr. Steele's copyright claims. The *Steele II* Complaint remains, in our view, meritless as a matter of law.

Very truly yours,



Kenneth A. Plevan

EXHIBIT 2

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

VIA E- MAIL AND FIRST CLASS MAIL

September 10, 2010

Christopher G. Clark, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
One Beacon Street
Boston, MA 02108

Re: MLB's Rule 11 Motion for Sanctions
"Safe Harbor"/Local Rule 7.1 Request for Information and Clarification
Steele v. Turner Broadcasting System, Inc., et al., No: 08-11727

Dear Mr. Clark:

This is to request information pertaining to MLB's August 26, 2010 Motion for Rule 11 Sanctions ("Rule 11 Motion") Based on Steele's Motion for Default as to Major League Baseball Advanced Media, L.P. ("MLBAM"). Based on our recent exchange regarding your Rule 11 Motion as to Steele's Motion for Default as to Vector, I will confirm, in advance, that there is no rule obligating you to provide me with the necessary information to understand the bases of your Rule 11 Motion.

Local Rule 7.1's requirements, however, are a little more specific insofar as you must certify that you "have conferred and have attempted in good faith to resolve or narrow the issue." Your Rule 11 Motions both state that you have served them "in a good faith attempt to resolve or narrow the issue." To anticipate your response on this, let me be clear: I am not saying you have violated Rule 7.1. I am suggesting - and requesting - that on this particular issue you might make more of a "good faith attempt to resolve or narrow the issues" given that the motion at issue is pursuant to Rule 11.

Based on your responses to my request for information relating to Vector Management's default and your corresponding Rule 11 Motion, and reading the Rules together, cognizant of their salutary purpose, I fail to see how withholding information that could lead to the withdrawal of Steele's Motion for Default is helpful. Certainly it is not helpful to me, but neither does it seem helpful to your client. The proposition seems self-evident, but I nonetheless point to the spirit of Rule 11's "safe harbor" provision, the purpose of which is to avoid unnecessary motion practice, and

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

to Rule 7.1's requirement that we confer in good faith to try to *resolve or narrow the issue*. The issue here is whether Steele's Motion is sanctionable under Rule 11.

Accordingly, in good faith and in order to make an informed decision on whether to withdraw Steele's Motion, I respectfully request the following information. As you requested in our prior correspondence regarding Vector Management, this is a final "consolidated list of queries."[1]

1. Please direct me to the *specific* "factual allegations without evidentiary support or the likely prospect of such support" that you claim "Steele and Hunt" have made.[2]

2. What is the "discernable pattern of improper conduct" to which you refer on page 2 of your Motion?

    a. Given your statement that it is a "discernable pattern," please describe each act of misconduct constituting the "pattern."

3. How have Steele and I "disregard[ed] the Court's prior rulings"?

    a. Which rulings and how have my client or I disregarded them?

4. What "claims" has Steele made as to MLBAM in his Motion for Default, i.e., necessarily other than those contained in Steele's original pleadings, that you argue are "interposed for an improper purpose?"

    a. What is Steele's alleged "improper purpose?"

    b. How does Steele's Motion for Default as to MLBAM "harass MLB Properties and the other defendants?"

5. Has Skadden represented MLBAM in connection with this case?

---

[1] I ask that you please provide me with the following information at your earliest convenience, but in no event later than Monday, September 13, 2010, given the running of the 21day safe harbor period. In light of your Rule 11 certification, this should be plenty of time to provide information already in your possession.

[2] In the absence of specificity, your statement violates the very proposition it cites.

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

a. If so, when did said representation begin (and, if pertinent, end)?

6. Does MLBAM have an office at 75 9th Avenue, 5th Floor, New York, NY 10011?

7. Given your claim (MLB Opposition at 5) that MLBAM was "never served with process in this case," on whom or what was service made at 3:00 p.m. on November 17, 2009 at 75 9th Avenue, 5th Floor, New York, NY 10011?

8. Does the entity, if not MLBAM, which was served on November 17, 2009 at the above address have any connection to MLBAM or MLB.com?

9. Has the entity that was served on November 17, 2009 at the above address filed an answer or otherwise defended this case?

10. Do you or have you represented the entity served on November 17, 2009 at the above address in connection with this case?

11. Was MLB.com served on that date (or any other date)?

12. What is the basis for your position, as stated in your Opposition at 5 n.3, that "MLB.com" is incapable of being sued or served (given published reports of MLB.com entering into business deals or other relationships)?

13. If MLB.com is incapable of being sued or served, how is MLB.com able to enter into contracts and otherwise act as a legal entity in conducting its business?

14. Was Major League Baseball Properties, Inc. ("MLB") ever served?

a. If not, why did MLB file an appearance on December 8, 2008?

15. Does MLBAM interact with MLB on a regular basis (daily or weekly) in conducting their respective business operations?

a. For example, does MLBAM communicate with MLB regarding licensing issues?

b. Does MLB communicate with MLBAM regarding multimedia issues, e.g., individual team website content, MLBPA issues regarding content, etc?

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

c. If so, how is it possible that MLBAM did not have notice of Steele's suit against it until June 18, 2010?

16. Who or what, exactly, are the "Major League Baseball entities" whose interests MLB has been defending in this case, as described in MLB's Opposition at 8?

17. What “interests” has MLB defended as to each?

18. How is MLB’s defense of the "Major League Baseball entities," as described in MLB's Opposition at 8, pertinent to the issue of whether MLBAM defaulted?

19. Is MLBAM one of those interests?

a. If so, how is it possible that MLBAM did not have notice of Steele's suit against it until June 18, 2010?

20. Is MLB.com one of those interests?

a. If so, how is it possible that MLBAM did not have notice of Steele's suit against it until June 18, 2010?

21. Did MLBAM authorize the removal of the MLBAM copyright notice from the MLB Audiovisual Skadden filed with the District Court?

a. If so, how is it possible that MLBAM did not have notice of Steele's suit against it until June 18, 2010?

b. If not, who did?

THE HUNT LAW FIRM LLC
10 Heron Lane
Hopedale, MA 01747
(508) 966-7300
(508) 478-0595 (fax)
cadhunt@earthlink.net

22. Under what legal authority do you base your assertion that Steele's Motion constitutes a "later claim" in a "later suit," subject to claim or issue preclusion?

I look forward to your reply and to clarifying these pivotal issues as soon as possible.

Very truly yours,

Christopher A.D. Hunt

cc: Cliff Sloan, Esq. (via e-mail only)
Kenneth A. Plevan, Esq. (via e-mail only)
Matthew J. Matule, Esq. (via e-mail only)
Jeremy P. Oczek, Esq. (via e-mail only)
Michael R. Hackett, Esq. (via e-mail only)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK 10036-6522

TEL: (212) 735-3000
FAX: (212) 735-2000
www.skadden.com

DIRECT DIAL
(212) 735-3410
DIRECT FAX
(917) 777-3410
EMAIL ADDRESS
KENENTH.PLEVAN@SKADDEN.COM

FIRM/AFFILIATE OFFICES
BOSTON
CHICAGO
HOUSTON
LOS ANGELES
PALO ALTO
SAN FRANCISCO
WASHINGTON, D.C.
WILMINGTON
BEIJING
BRUSSELS
FRANKFURT
HONG KONG
LONDON
MOSCOW
MUNICH
PARIS
SÃO PAULO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
TORONTO
VIENNA

September 13, 2010

BY EMAIL

Christopher A.D. Hunt, Esq.
The Hunt Law Firm LLC
10 Heron Lane
Hopedale, MA 01747

RE: Steele, et al Steele v. Turner Broadcasting System, Inc., et al., No. 08-11727-NMG (D. Mass.)

Dear Mr. Hunt:

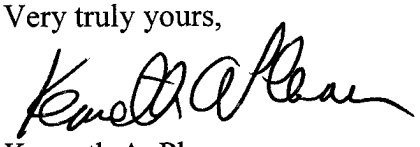
I have your letter of September 10, 2010 ("Letter"). Said Letter relates to the Rule 11 motion for sanctions served by Major League Baseball Properties, Inc. ("Properties") in response to Plaintiff's Motion for a default judgment against non-party MLB Advanced Media, L.P. ("MLBAM") in the above-noted lawsuit ("Steele I").

We do not accept that your Letter was sent in good faith. We note that you sent a comparable letter regarding Plaintiffs' motion in Steele I similarly seeking a default against "Vector Management" ("Vector Letter"). In response to the Vector Letter, defendants in Steele I undertook in good faith to provide substantive answers. Your only response was to file those letters as part of Plaintiffs' proposed Reply, filed September 10, 2010 (Document No. 130-2), to characterize the position of defendants in opposition to Plaintiff's "Vector Management" motion for a default as a "farce" (see "Plaintiffs' Motion," Document No. 130, at 1), and to characterize our responses to the Vector Letter as constituting "fraud, bad faith, and misconduct." (See Plaintiffs' [Proposed] Reply, Document No. 130-1, at 17, n. 15.) Accordingly, no useful purpose would be served by providing a substantive response to the Letter, as it is apparent that the Letter is simply a stratagem designed to try to deflect attention from the fact that Plaintiffs' positions on their default motions are completely without legal or factual merit.

Further evidence of Plaintiffs' bad faith is the construction of the questions in the Letter. The Letter's question 21, for example, erroneously assumes a material fact rather than asks about it – it assumes that an MLBAM copyright notice was removed from what you refer to as the "MLB Audiovisual." In fact, neither this firm, nor any of its attorneys, removed an MLBAM copyright notice, or any other copyright notice, from what we had referred to as the "Turner Promo" submitted to and considered by the Court in granting summary judgment dismissing Plaintiffs' copyright claim. See 646 F. Supp. 2d 185, 192-3. Nor, to the knowledge of this firm and its attorneys, did any defendant "remove" any copyright notice from the Turner Promo. Rather, Plaintiffs have simply assumed that there was such "alteration" without a good faith basis for doing so.[1]

If, as you have been previously advised, Plaintiffs' motion is not withdrawn by September 20, 2010, we will file the Rule 11 motion on September 21, 2010.

Very truly yours,



Kenneth A. Plevan

cc: Jeremy P. Oczek, Esq.
Michael R. Hackett, Esq.
By Email

[1] Moreover, as pointed out elsewhere, the presence or absence of a copyright notice has no bearing on the analysis of substantial similarity.