

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SAMUEL BARTLEY STEELE,)	
BART STEELE PUBLISHING,)	
STEELE RECORDZ,)	
)	
Plaintiffs)	
)	
v.)	
)	
JOHN BONGIOVI, Individually)	
and d/b/a Bon Jovi Publishing,)	
SCOTT D. BROWN, CHRISTOPHER G.)	
CLARK, MAJOR LEAGUE BASEBALL)	
PROPERTIES, INC., MATTHEW J.)	
MATULE, KENNETH A. PLEVAN,)	
RICHARD SAMBORA, Individually)	
and d/b/a Aggressive Music, SKADDEN,)	
ARPS, SLATE, MEAGHER & FLOM)	
LLP & AFFILIATES, CLIFFORD M. SLOAN)	
And TURNER BROADCASTING)	
SYSTEM, INC,)	
Defendants.)	
)	

Civil Action No.

VERIFIED COMPLAINT AND JURY DEMAND

Plaintiffs Samuel Bartley Steele, Bart Steele Publishing, and Steele Recordz
(collectively “Steele” or “Plaintiff”) allege:

JURISDICTION AND VENUE

1. This Court has original and exclusive jurisdiction of this action under 28 U.S.C. § 1338(a) because the action arises under the United States Copyright Act, 17 U.S.C. § 101 et seq. Specifically, this action arises under 17 U.S.C. §§ 1202 and 1203.

2. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 since defendants or their agents are subject to personal jurisdiction in this jurisdiction. Venue is also proper because a substantial part of the events, actions, and omissions giving rise to the claims occurred in this jurisdiction.

PARTIES

3. Plaintiff Samuel Bartley Steele, also known as Bart Steele (“Mr. Steele”), is an individual residing at 80 Park Street, Chelsea, Massachusetts 02150.
4. Mr. Steele has been a musician since childhood and a professional musician since 2002.
5. Mr. Steele has been a music producer since 2005.
6. Plaintiff Bart Steele Publishing is an unincorporated sole proprietorship owned by Mr. Steele located at 80 Park Street, Chelsea, Massachusetts, 02150.
7. Plaintiff Steele Recordz is an unincorporated sole proprietorship owned by Mr. Steele located at 80 Park Street, Chelsea, Massachusetts, 02150.
8. Defendant John Bongiovi, Individually and d/b/a Bon Jovi Publishing (“Bongiovi”), is a performer and lead singer for the band “Bon Jovi” and resides in New Jersey and California.

9. Defendant Scott D. Brown (“Brown”) is an attorney with defendant law firm Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates at their Boston, Massachusetts offices, and resides in Massachusetts.
10. Christopher G. Clark (“Clark”) is an attorney with defendant law firm Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates at their Boston, Massachusetts offices, and resides in Massachusetts.
11. Defendant Major League Baseball Properties, Inc. (“MLB Properties”) is a corporation with offices located at 245 Park Avenue, 31st Floor, New York, NY 10167, whose principal business is the licensing, sponsorship and marketing of Major League Baseball entities.
12. Matthew J. Matule (“Matule”) is an attorney with defendant law firm Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates at their Boston, Massachusetts offices, and resides in Massachusetts.
13. Kenneth A. Plevan (“Plevan”) is an attorney with defendant law firm Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates at their New York, New York offices, and resides in New York.
14. Defendant Richard Sambora, Individually and d/b/a Aggressive Music, is a performer

and lead guitarist for the band “Bon Jovi” and resides in New Jersey and California.

15. Defendant Skadden, Arps, Slate, Meagher & Flom LLP And Affiliates (“Skadden”), is a limited liability partnership with offices at One Beacon Street, Boston, Massachusetts 02108 1440, whose principal business is the practice of law.
16. Defendant Clifford M. Sloan (“Sloan”) is an attorney with defendant Skadden at their Washington, D.C. offices, and resides in Washington, D.C.
17. Defendant Turner Broadcasting System, Inc., a Time Warner Company (“TBS”), is a corporation with offices at One CNN Center, Atlanta, Georgia, 30303, whose principal business is to create and program branded news, entertainment, animation and young adult media environments on television and other platforms for consumers around the world.

FACTUAL BACKGROUND – STEELE’S WORKS OF AUTHORSHIP

18. In September 2004, Mr. Steele composed and wrote a 2:38:90-long country-rock Boston Red Sox and baseball-themed musical work entitled “Man I Really Love This Team” (“Steele Team Song”).
19. In September 2004, Steele Recordz produced the Steele Team Song, including recording, mixing, and mastering to digital compact disc (CD).

20. Steele Recordz' recording, mixing, and mastering was done exclusively in the digital domain, using a digital audio workstation ("DAW") and analog/digital/analog ("A/D/A") converters.
21. On October 4, 2004, Steele Recordz started marketing and distributing thousands of digital copies of the Steele Team Song on CDs in the metropolitan Boston area and environs, as well as regionally and nationally through CD mailings.
22. The Steele Team Song was also distributed in various other digital audio formats (e.g., MP3, .aiff, and .wav files) via e-mail and on the internet through several websites.
23. The Steele Team Song became extremely popular. In the fall of 2004 the Steele Team Song was played on Boston Sports Radio 850 AM, sing-alongs were held at the Cask 'n Flagon sports bar (among others) outside Fenway Park, and Mr. Steele performed live on local Boston television stations.
24. The website www.Fenwaynation.com posted the Steele Team Song and it was played thousands of times from that site in 2004-2005.
25. During the fall of 2004, www.Fenwaynation.com regularly received more than 180,000 daily "hits," or visitors to their website, during which time the Steele Team Song was posted.

26. The link to the Steele Team Song was also posted at www.mvn.com (the largest independent sports website in the country), www.phoenix.com, and www.mikehallal.com.
27. During the fall of 2004 Mr. Steele gave out thousands of CDs containing the Steele Team Song to fans and Boston Red Sox Baseball Club Limited Partnership (“Boston Red Sox Organization”)officials at Fenway Park.
28. Also in the fall of 2004, Mr. Steele sent CDs of the Steele Team Song with lyric sheets to Boston Red Sox players Johnny Damon, Bronson Arroyo, team captain Jason Varitek, Kevin Millar, Jerry Remy (Red Sox NESN announcer), Boston Red Sox owner John Henry, and General Manager Theo Epstein.
29. Mr. Steele’s roommate in 2004 and 2005 worked inside Fenway Park and handed out CDs of the Steele Team Song to Boston Red Sox Organization executives inside the park during in 2004 and 2005.
30. In the fall of 2004, Mr. Steele often stood outside the Boston Red Sox Organization’s executives’ entrance to Fenway Park on Brookline Avenue, around the corner from Yawkey Way, handing CDs of the Steele Team Song to anyone in a suit using the executive entrance.

31. In October 2004, Irene Barr, a music agent acting on Mr. Steele's behalf, spoke with Jay Rourke of the Boston Red Sox Organization about the Red Sox Organization using the Steele Team Song as part of a baseball promotion.
32. On October 20, 2004, Mr. Rourke informed Ms. Barr that the Red Sox Organization was very interested in the Steele Team Song and he asked her to send the Steele Team Song to him.
33. Ms. Barr e-mailed the Steele Team Song to Mr. Rourke on that same day, October 20, 2004.
34. Mr. Rourke received Ms. Barr's e-mail and the attached Steele Team Song on October 20, 2004.
35. The Boston Red Sox Organization has admitted in court papers that it received the Steele Team Song attached to an e-mail from Ms. Barr.
36. The Boston Red Sox Organization had access to the Steele Team Song by virtue of receiving it from Ms. Barr's e-mail to Mr. Rourke.
37. On information and belief, Mr. Rourke forwarded Ms. Barr's e-mail, the attached Steele Team Song, or both, to other members of the Boston Red Sox Organization.

38. On information and belief, Mr. Rourke and/or other members of the Boston Red Sox Organization forwarded Ms. Barr's e-mail, the attached Steele Team Song, or both, to Fenway Sports Group and/or individuals employed thereby.
39. In June 2005, early into the Red Sox' first season in 86 years as reigning World Champions, Chelsea City Council member Ron Morgese honored Mr. Steele and for writing the "Song that Broke the Curse of the Bambino."
40. Later in 2005, Mr. Steele performed the Steele Team Song on Chelsea Community Television as part of a Hurricane Katrina relief effort.
41. From October 2004 through June 2006, Mr. Steele sent numerous hard copy letters (enclosing CDs of the Steele Team Song as well as paper lyric sheets) and e-mails (with digital copies of the Steele Team Song attached and/or links to a website from which the Steele Team Song could be played) to the Boston Red Sox Organization, MLB Properties, and Major League Baseball Advanced Media, L.P. ("MLBAM").
42. MLBAM owns and operates www.mlb.com and is also known as "MLB.com."
43. In October 2004 and November 2004, Mr. Steele repeatedly contacted the Boston Red Sox Organization, MLBAM, MLB.com, and MLB Properties online through "contact us" pages on www.mlb.com. Mr. Steele included in his submissions a web link to the

Steele Team Song and invited the recipients to contact Mr. Steele to discuss how the Steele Team Song might be used to promote baseball around the country.

44. Steele's 2004 letters, e-mails, and online submissions to the Boston Red Sox Organization, MLB Properties, and MLBAM suggested that the Steele Team Song's lyrics could be adapted to other teams and towns in addition to the Boston Red Sox and thereby used as part of a nationwide – but locally targeted – baseball marketing campaign.
45. In November 2004 Mr. Steele, despite not having heard back from the Boston Red Sox Organization, MLB Properties, or MLBAM, began working on a derivative of his Steele Team Song, something marketable to any city with a big-league baseball team.
46. After the 2004 World Series – and Red Sox victory – in November 2004, Mr. Steele continued to send letters, e-mails, and online submissions to the Boston Red Sox Organization, MLB Properties, and MLBAM through June 2006.
47. MLB Properties and MLBAM have never denied receiving Mr. Steele's letters or digital audio versions of the Steele Team Song.
48. Following the Boston Red Sox 2004 World Series victory, Mr. Steele added to his ongoing submissions to the Boston Red Sox Organization, MLB Properties, and

MLBAM, a new lyric sheet containing alternative verses for a derivative song he was working on (“Steele Town Song”).

49. Mr. Steele’s new lyrics were crafted so as to enable his derivative Steele Town Song to be used to promote local major league baseball in cities across the nation, as he had been suggesting - and continued to suggest - to the Boston Red Sox Organization, MLB Properties, and MLBAM.

50. The Steele Town Song draft lyric sheets contained two derivative (of the Steele Team Song) verses, one of which referenced “town” in place of “hometown team.”

51. Mr. Steele’s 2004-2006 letters, e-mails, and online submissions to the Boston Red Sox Organization, MLB Properties, and MLB.com also suggested that a “country” song would be more marketable for baseball, both nationally and internationally.

52. In 2005 Mr. Steele enrolled in a Masters Certificate Program for Music Production at the Berklee College of Music, which he completed in 2006.

53. In the summer of 2005 through the winter of 2006, Mr. Steele and his band performed weekly shows at the Avon Café (now O’Gannon’s), in Chelsea, Massachusetts.

54. During these weekly shows in 2005 and 2006, Mr. Steele would end the night with a rowdy crowd-assisted version of the Steele Town Song in tribute to his adopted hometown of Chelsea, Massachusetts.
55. In July 2006 Steele completed his new composition and now called it “Man I Love This Town” or, alternatively, “(Man I Really) Love This Town” (“Steele Town Song”).
56. On August 22, 2006 Steele Recordz began recording sessions for the Steele Town Song.
57. By the end of August 2006 most of the Steele Town Song had been digitally recorded and mixed down into “stems” on Steele Recordz’ new recording industry-standard DAW, Digidesign Company’s (now Avid) “Pro Tools.” Steele Recordz completed production of the sound recording in October 2009.
58. On August 14, 2007 the Boston Globe featured Mr. Steele on the cover of its Living/Arts Section for an article titled "Songs in the Key of Chelsea."
59. Mr. Steele is quoted in the August 14, 2007 Boston Globe article as saying "I Just Love This Town."
60. Less than two weeks later, as further detailed below, on August 27, 2007, MLBAM released an audiovisual advertisement promoting baseball on MLBAM’s website, www.mlb.com (“MLB Audiovisual”).

61. The MLB Audiovisual included a country-rock soundtrack of Bon Jovi performing and defendant Bongiovi singing the lyrics “I Love This Town.”
62. The MLB Audiovisual was part of a nationwide marketing plan to advertise that the TBS-owned television network “TBS” (the “TBS Channel”) was to broadcast part of the playoffs that year.
63. The MLB Audiovisual was, along the lines of Mr. Steele’s numerous suggestions, later edited to create “localized” versions that were played in various ballparks in different cities, among other places.
64. The MLB Audiovisual, like the Steele Team Song, was exactly 2:38:90-long.
65. The MLB Audiovisual contains numerous audio and visual congruities with the Steele Team Song in addition to overall length, as detailed in previous court filings. For example, at the exact moment Mr. Steele sings “Yawkey Way,” the MLB Audiovisual features an image of the Yawkey Way street sign.
66. The MLB Audiovisual displayed baseball images of 21 of the 30 major league teams, with the heaviest emphasis on images of the Boston Red Sox.
67. The MLB Audiovisual showed images of the Boston Red Sox in 22% of the MLB Audiovisual’s baseball video sequences.

68. If the 21 teams were featured equally, each team would have occupied less than 5% of the MLB Audiovisual's baseball sequences. The MLB Audiovisual shows the Boston Red Sox more than four times that amount.
69. On March 25, 2008 the American Society of Composers, Authors, and Publishers ("ASCAP") issued "discrepancy letters" to Bon Jovi band members, the band's publishers and labels, and to Steele, relating to ownership of the work "I Love This Town" from Bon Jovi's "Lost Highway" album.
70. ASCAP shortly thereafter froze royalties on the work registered with ASCAP by Bon Jovi called "I Love This Town."
71. No member of Bon Jovi or their agent, publishers, or record labels have requested that ASCAP unfreeze said royalties.
72. MLBAM, the claimed copyright owner of the MLB Audiovisual – including its constituent Bon Jovi performed soundtrack – has not requested that ASCAP unfreeze said royalties.
73. ASCAP's freeze on Bon Jovi's royalties remains in place.
74. Mr. Steele and Bart Steele Publishing are the registered owners of the Performing Arts ("PA") copyright to the Steele Team Song and the Steele Town Song.

75. Mr. Steele and Steele Recordz are the registered owners of the Sound Recording (“SR”) copyright to the Steele Team Song and Steele Town Song.

76. The Steele Team Song and Steele Town Song are two discrete copyrighted works (“Steele Works”) in which the PA and SR copyrights are owned by Mr. Steele, Bart Steele Publishing, and Steele Recordz (collectively “Steele”).

FACTUAL BACKGROUND – THE 2007 MLB/TBS/BON JOVI AUDIOVISUAL

77. In 2007 defendants TBS, MLB Properties, Bongiovi, and Sambora, among others, created a promotional audiovisual advertisement – the MLB Audiovisual - to promote 2007 baseball post-season television coverage to be broadcast by Defendant TBS.

78. The MLB Audiovisual may be viewed by clicking (or Ctrl-clicking) on the following link:

http://mlb.mlb.com/media/player/mp_tpl_3_1.jsp?w_id=595113&w=/2007/open/commercial/082707_tbs_bonjovi_ps_promo_400.wmv&pid=gen_video&vid=1&mid=200708272173402&cid=mlb&fid=gen_video400&v=2.

79. MLBAM claims copyright ownership of the MLB Audiovisual.

80. The MLB Audiovisual displays, in its final seconds, MLBAM’s copyright notice, “© 2007 MLBAM.”

81. Each and every defendant, as well as MLBAM, and others, helped create, produce, edit, or alter the MLB Audiovisual at some point, from its inception through the ongoing litigation of Steele v. TBS, et al., No. 08-11727, D. Mass., 2008.

82. MLBAM is a Delaware limited partnership with offices at 75 Ninth Avenue, 5th Floor, New York, NY 10011.

83. MLBAM is in the business of administration, sales and promotion of MLB.com and baseball and non-baseball multimedia services to various baseball and non-baseball clientele.

84. MLBAM has produced, hosted, and promoted, and may, on information and belief, still host and promote, the websites of several popular music and other entertainers, including Bon Jovi.

85. MLBAM, along with TBS and others, utilizes popular music and other entertainers by producing “branded content” music and audiovisual works that are commercial advertisements portrayed as non-commercial creative works.

86. On information and belief, the 2:38:90-long soundtrack to the MLB Audiovisual was created prior to Bon Jovi’s album, “Lost Highway.”

87. Bon Jovi's album, "Lost Highway," included, on information and belief, a 4:38 derivative of the MLB Audiovisual soundtrack, which Bon Jovi named "I Love This Town."
88. MLBAM sold Lost Highway on its website, www.mlb.com.
89. MLBAM profited and, on information and belief, may still profit directly from the sales of certain Bon Jovi albums and other income ostensibly generated by Bon Jovi, including but not limited to, touring and merchandise.
90. MLBAM's New York address, above, is the mail recipient for MLB.com, as posted on MLB.com's contact webpage.
91. MLBAM owns the Uniform Resource Locator ("URL") "MLB.com."
92. MLBAM does business as, enters contracts as, and is known as "MLB.com."
93. MLBAM is owned by MLB Media Holdings, L.P. and MLB Advanced Media, Inc..
94. MLBAM and its owners do not own – and are not owned by – defendant MLB Properties.
95. MLBAM is a legally discrete entity from MLB Properties.

96. The MLB Audiovisual features, among other things, a soundtrack with Bon Jovi music and vocals, crowd noise, and ‘baseball sounds’ (e.g. bats hitting balls), and images of Bon Jovi, Major League baseball, TBS’s logo and insignia, and the MLBAM copyright notice.
97. The last few seconds of the MLB Audiovisual specifically feature, among other things, sounds of several drum hits, organ, glass or bottles clinking, and images of a TBS logo and/or insignia, and the MLBAM copyright notice.
98. The final visual frame of the MLB Audiovisual shows the MLBAM copyright notice, specifically “© 2007 MLBAM,” during which time the soundtrack plays several musical and non-musical sounds, including a final drum “hit” synchronized with the final “© 2007 MLBAM” frame.
99. Turner Sports, Inc. (“Turner Sports”), a division of TBS, is responsible for sports broadcasts on TBS-owned channels, operates various multimedia properties.
100. Turner Sports, among others, produced or created or knowingly and materially contributed to the production and creation of the MLB Audiovisual.
101. Turner Studios in Atlanta, Georgia is a division of TBS.
102. Turner Studios is “the full service broadcast production division of Turner Entertainment Group, providing turnkey services for film, video and audio production.

Turner Studios provides facilities and resources worldwide for all of the Turner Entertainment Networks.”

103. Turner Studios produced or created or knowingly and materially contributed to the production and creation of the MLB Audiovisual.
104. Brett Langefels is, and was in 2007, an editor for Turner Studios.
105. Brett Langefels, in his capacity as an editor for Turner Studios, was an employee, agent, or otherwise worked under the supervision or direction of Turner Studios and TBS during the creation of the MLB Audiovisual.
106. Turner Studios and/or Brett Langefels edited, supervised the editing of, or knowingly and materially contributed to the editing of the MLB Audiovisual.
107. Turner Studios and/or Brett Langefels used “Final Cut Pro” and/or “Avid,” which are industry-standard all-digital computer-based video editing software “suites” to digitally edit the MLB Audiovisual video.
108. To digitally edit the MLB Audiovisual soundtrack, Turner Studios and/or Mr. Langefels used “Pro Tools” software and A/D/A converters.
109. The MLB Audiovisual is 2:38:90 long from start to fade-ending.

110. The Steele Team Song is 2:38:90 long from start to fade-ending.
111. Defendant John Bongiovi produced or created or knowingly and materially contributed to the production and creation of the MLB Audiovisual.
112. Defendant Richie Sambora produced or created or knowingly and materially contributed to the production and creation of the MLB Audiovisual.
113. Defendant MLB Properties produced or created or knowingly and materially contributed to the production and creation of the MLB Audiovisual.
114. Defendants MLB Properties, TBS, Bongiovi, and Sambora (among others) were and are the intended and actual pecuniary beneficiaries of the creation, publication and promotion of the MLB Audiovisual.

TEMP TRACKING AND COPYRIGHT INFRINGEMENT

115. According to a November 29, 2002 article in the online film and audiovisual trade journal, "SHOOT," entitled "Temp Talk: Copyright Issues and Legal Liabilities" audiovisual commercial editors typically edit their video to music, often in the form of "an original score, a drumbeat, or a temp track." See <https://www.shootonline.com/go/news-view.11699.Temp-Talk--Copyright-Issues-And-Legal-Liabilities.html>.

116. According to the “Temp Talk: Copyright Issues and Legal Liabilities” article, “temp tracking,” is the practice - widespread in the advertising industry - whereby a copyrighted musical work is used without the copyright owner’s permission, “for the purpose of editing [video footage] and presenting a prospective [audiovisual] commercial to the client.” See

<https://www.shootonline.com/go/news-view.11699.Temp-Talk--Copyright-Issues-And-Legal-Liabilities.html>

117. According to May 1, 2006 article called “Pale Imitations” in “boards” magazine, an online commercial production trade journal, after editing video to a temp track, an audiovisual commercial's producer will later attempt to select “final” music to replace the unlicensed temp track. See

<http://www.boardsmag.com/articles/magazine/20060501/pale.html>.

118. According to the “Pale Imitations” article, finding suitable replacement music can be “pretty hard:” “[g]enerally, [video] editors have two to three weeks alone with the creative team and the producer in the [editing] suite, and they cut to [the temp track]” and “[t]hey find something that has a nice pattern, so that all the cuts line up to it; the payoff, the shot, it’s perfect. Now try to replace that. It’s pretty hard.” See

<http://www.boardsmag.com/articles/magazine/20060501/pale.html>

119. According to a February 2, 2009 essay called “Temp Tracks and Their Purpose,” in the weblog (or “blog”) “Critical Noise” which writes about “soundscape” issues, to replace a temp track with different music, the new music must have the same tempo as the temp track to which the video was originally edited or the new music must – if possible – be “beat-matched” to follow the video’s edits. See http://criticalnoise.blogspot.com/2009/02/temp-tracks-and-their-purpose.html?utm_source=feedburner&utm_medium=feed&utm_campaign=Feed%3ACriticalNoise+%28CRITICAL+NOISE%29.
120. Of the MLB Audiovisual’s 155 visual sequences, 149 of them, or 96%, are “beat matched” to the Steele Team Song.
121. According to an October 4, 2002 article about the Association of Music Producers (“AMP”) called “AMP Seeks Permanent Solutions to Temp Tracks,” in the online film and audiovisual trade journal, “SHOOT,” because temp tracking presents copyright infringement issues, advertisers, producers, and their musicologists work to downplay their use of temp tracks. See <http://www.shootonline.com/go/index.php?name=Articles&op=view&id=11996>.
122. According to the “Temp Talk: Copyright Issues and Legal Liabilities” article, some musicologists, like MLB Properties’ expert in the related case of Steele v. TBS, et al., No. 08-11727 (D. Mass), Anthony Ricigliano, do “commercial applications,” that is,

“clearing” an audiovisual commercial by opining on whether the "final" soundtrack infringes any copyrighted music, i.e., the temp track to which the commercial's video was cut. See

<https://www.shootonline.com/go/news-view.11699.Temp-Talk--Copyright-Issues-And-Legal-Liabilities.html>.

123. In a January 1, 2003 online article in “boards” magazine called “Music Houses Look to Agencies for Refrain,” Ricigliano is quoted as saying “[temp track copyright infringement] is a much bigger problem than most people know.” See

<http://www.boardsmag.com/articles/magazine/20030101/temp.html>.

124. According to the “Temp Talk: Copyright Issues and Legal Liabilities” article, Ricigliano advises his temp track-using clients on how to defend against copyright claims, for example advising his clients to use more than one temp track where possible: “There is a big difference between one and five temp tracks... More than one piece of music makes the final track more defensible,” and recommended that circulation of temp tracks be limited. See

<https://www.shootonline.com/go/news-view.11699.Temp-Talk--Copyright-Issues-And-Legal-Liabilities.html>.

125. Use of a temp track, as described and defined above, also sometimes called a “reference” or “guide” track, violates the temp track copyright owner’s exclusive rights to reproduce their work and to synchronize their work to images, pursuant to United States and International Copyright Laws.
126. Use of a “temp track,” as described and defined above may also infringe the temp track copyright owner’s exclusive right to create derivative works.
127. Temp tracking is a secretive process and the copyright owner of the temp track rarely becomes aware of the infringing use of their copyrighted work.
128. The process of temp tracking is reasonably known among audiovisual editors, producers, directors, creators, advertisers, musicians, musicologists, filmmakers, and others involved in the music, film, and advertising industry as infringing the copyright of the owner of the temp track.
129. The Steele Team Song was used as a temp track during the creation of the MLB Audiovisual.
130. On information and belief, Anthony Ricigliano “cleared,” as defined above, the MLB Audiovisual prior to its release.

131. In Steele v. TBS, et al., above, No. 08-11727, Steele alleged that defendants MLB Properties, Bongiovi, Sambora, and TBS used the Steele Team Song as a temp track during the creation of the MLB Audiovisual.
132. Defendants MLB Properties, Bongiovi, Sambora, and TBS during the litigation of Steele v. TBS, et al., above, No. 08-11727, failed to deny or dispute with factual evidence that they used the Steele Team Song as a temp track during the creation of the MLB Audiovisual.
133. Given the experience of defendants MLB Properties, Bongiovi, Sambora, and TBS in advertising, music, film, and copyright issues, defendants MLB Properties, Bongiovi, Sambora, and TBS had reasonable grounds to know that creation of the MLB Audiovisual infringed Steele's copyright in the Steele Team Song.
134. Defendants Bongiovi and Sambora have, on information and belief, during the course of their careers, incorporated, borrowed, or otherwise used, in creating their works, the works of other artists, or parts thereof, dozens of times, without crediting the original artists.

ACTIONS AND INTENT TO CONCEAL COPYRIGHT INFRINGEMENT

135. On October 8, 2008, Steele, *pro se*, brought an action for copyright infringement in the United States District Court for the District of Massachusetts, Civil Action No. 08-

11727 (“Steele I”) against several defendants including, among others, MLBAM, as well as defendants in the instant case MLB Properties, TBS, Bongiovi, and Sambora.

136. Steele I was dismissed as a matter of law and Steele appealed, which appeal is pending in the First Circuit Court of Appeals, No. 09-2571.

137. Defendants MLB Properties, TBS, Bongiovi, and Sambora, were and are represented in Steele I by defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan both in the District Court and in the First Circuit Court of Appeals.

138. Defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan, on information and belief, had and have reasonable grounds to know that one or more Steele I defendants used the Steele Team Song as a temp track in creating the MLB Audiovisual.

139. Steele’s clearly identified and intended defendants in Steele I and its pending appeal were and are the creators, owners, and beneficiaries, among others, of the MLB Audiovisual, which Steele I alleged infringed Steele’s copyright in the Steele Team Song.

140. MLBAM, as purported copyright owner of the MLB Audiovisual and of MLB.com, and as the de-facto business entity that does business as “MLB.com,” created, produced, distributed, promoted, and displayed the MLB Audiovisual nationally and worldwide, or knowingly and materially contributed thereto.

141. MLBAM was and is an intended and identified defendant in Steele I and its appeal.
142. Defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan, on information and belief, represent or have represented MLBAM in Steele I.
143. MLBAM was served in Steele I on November 17, 2008.
144. MLBAM was and is a defendant in Steele I's district court proceedings.
145. MLBAM failed to appear or otherwise defend in Steele I.
146. MLBAM defaulted in Steele I.
147. MLBAM claims it did not have notice of Steele I until June 18, 2010.
148. MLBAM claims it had no notice that Steele intended to name it as a Steele I defendant until June 18, 2010.
149. The MLB Audiovisual was directly at issue as the infringing work in Steele I.
150. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, individually and/or in concert, intentionally altered the MLB Audiovisual by, among other things, deleting the MLBAM copyright notice from the end of the MLB Audiovisual, and/or knowingly and materially contributed to the intentional deletion and alteration thereof.

151. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, individually and/or in concert, intentionally further altered the MLB Audiovisual by, among other things, adding 12 seconds of silence and “dead air” at the beginning of the MLB Audiovisual, and/or knowingly and materially contributed to the intentional alteration thereof.
152. The addition of the extra 12 seconds rendered the altered MLB Audiovisual (“Altered Audiovisual”) 2:46-long, which is longer than the actual MLB Audiovisual - despite deletion of the MLBAM copyright notice from the end – which, at 2:38:90, was identical to that of the Steele Team Song.
153. The Altered Audiovisual ends with a visual frame of a TBS logo or insignia, rather than with the MLBAM Copyright Notice as in the actual MLB Audiovisual.
154. The Altered Audiovisual intentionally misrepresented that TBS, rather than MLBAM, owned the copyright to the MLB Audiovisual.
155. Defendants MLB Properties, TBS, Bongiovi, Sambora, and the other Steele I defendants, through their counsel, defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan, referred to, and continue to refer to, the MLB Audiovisual as the “TBS Promo.”

156. Defendants MLB Properties, TBS, Bongiovi, Sambora and the other Steele I defendants, through their counsel, defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan, intentionally omitted, and continue to omit, any reference to MLBAM during Steele I, despite Steele's infringement claims as to the MLBAM-owned MLB Audiovisual.
157. Boston law firm Dwyer & Collora, LLP and its individual attorneys David A. Bunis, Amy B. Auth, and Daniel J. Cloherty represented one defendant in Steele I and may, on information and belief, have participated in the alteration of the MLB Audiovisual.
158. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, individually and/or in concert intentionally deleted the MLBAM copyright notice, added 12 seconds of "dead air," and otherwise altered the MLB Audiovisual, and/or knowingly and materially contributed to the intentional deletion and alteration thereof, for the purpose of filing false evidence – the Altered Audiovisual - with this Court and the First Circuit Court of Appeals in the ongoing Steele I.
159. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, individually and/or in concert, intentionally altered and filed, and/or knowingly and materially contributed to the intentional alteration and filing of,

the Altered Audiovisual to deceive this Court and the First Circuit Court of Appeals in an attempt to defeat Steele's infringement claims in Steele I and to conceal infringement of Steele's copyright in the Steele Team Song.

160. The Altered Audiovisual is not and never has been a "true and correct" copy of the MLB Audiovisual, as sworn to in multiple signed court filings by Defendant Brown, and repeatedly submitted by Defendants Skadden, Matule, Plevan, and Sloan in Steele I in this Court and the First Circuit Court of Appeals.

161. The Altered Audiovisual was never broadcast, displayed, or otherwise distributed publically.

162. The Altered Audiovisual on file in the District Court and First Circuit Court of Appeals is the only copy of the Altered Audiovisual ever made public.

163. The Altered Audiovisual is false evidence that was intentionally designed to mislead the this Court and the First Circuit Court of Appeals during the ongoing Steele I case, thereby facilitating and concealing copyright infringement.

164. The Altered Audiovisual, during the 12 seconds of "dead air" added to the beginning, contains the following text overlaid on a black screen with a silent soundtrack: "Version: FINAL 2."

165. Mr. Steele, proceeding *pro se*, and *in forma pauperis*, in Steele I, requested the “FINAL 1” version of the Altered Audiovisual from defendants Skadden and Clark.
166. Defendants Skadden and Clark failed to provide – and no defendant has yet provided – Steele or Steele’s counsel with “FINAL 1” or any non-altered true copy of the MLB Audiovisual.
167. Defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan failed to provide – and have yet to provide – a copy of the un-altered, true and correct version of the MLB Audiovisual to the District Court or First Circuit Court of Appeals.
168. Defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan have stated or implied in court papers and elsewhere that the MLB Audiovisual was not altered or, if it was, the alterations were immaterial or, alternatively, that the *pro se* Mr. Steele should have noticed defendants’ alterations earlier.
169. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan intentionally altered the MLB Audiovisual, including deleting the MLBAM copyright notice, accompanying sounds, and adding 12 seconds of dead air with the text “FINAL 2,” and/or knowingly and materially contributed to the intentional deletion and alteration thereof, without MLBAM’s authority or any authority under the law.

170. MLBAM's claim that it did not have notice of Steele I or that Steele intended to name it as a Steele I defendant until June 18, 2010 necessarily shows that MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan did not obtain authority from MLBAM, the publically claimed copyright owner of record, to alter the MLB Audiovisual, including but not limited to deletion of the MLBAM copyright notice.

171. Had defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan sought authority to alter the MLB Audiovisual from its stated copyright owner, MLBAM, then MLBAM would necessarily have been put on notice of Steele I and Steele's claims against MLBAM.

172. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, therefore, intentionally removed the copyright management information, including MLBAM's copyright notice, as well as otherwise altering the MLB Audiovisual as described above, from the MLB Audiovisual and/or knowingly and materially contributed to the intentional removal and alteration thereof, without MLBAM's authority or authority under the law.

173. Defendants MLB Properties, TBS, Bongiovi, Sambora, Skadden, Brown, Clark, Matule, Plevan, and Sloan, individually and/or in concert, knowingly or with reasonable

grounds to know, it would induce, enable, facilitate, and conceal infringement of Steele's Copyright in the Steele Song, intentionally removed copyright information from the MLB Audiovisual, or knowingly and materially contributed to the intentional removal and alteration thereof, specifically the MLBAM copyright notice, without MLBAM's authority or as authorized by law.

174. The undersigned counsel, in my appeal of Steele I and in correspondence to defendants Skadden, Brown, Clark, Matule, Plevan, and/or Sloan, explicitly informed said defendants that the Altered Audiovisual constituted false evidence.

175. Defendants Skadden, Brown, Clark, Matule, Plevan, and Sloan have failed to acknowledge the Altered Audiovisual as incorrect and/or false or misleading evidence and have failed to take any corrective action, thereby intentionally perpetuating their concealment of the infringement of Steele's copyright in the Steele Team Song.

LAW

176. No person shall, without the authority of the copyright owner or law, intentionally remove or alter any copyright management information, knowing, or having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any right under the copyright statute. See 17 U.S.C. § 1202(b)(1).

177. Copyright management information includes the name of, and other identifying information about, the copyright owner of the work, including information set forth in a notice of copyright. See 17 U.S.C. § 1202(c)(3).
178. Any person injured by a violation of section 1202 may bring a civil action in an appropriate United States district court. See 17 U.S.C. § 1203(a).
179. In a civil action brought under 17 U.S.C. § 1203(a), the district court may:
- a. Grant temporary and permanent injunctions on such terms as it deems reasonable pursuant to 17 U.S.C. § 1203(b)(1);
 - b. Impound any product reasonably believed to have been involved in a violation pursuant to 17 U.S.C. § 1203(b)(2);
 - c. Award damages pursuant to 17 U.S.C. § 1203(b)(3);
 - d. Allow the recovery of costs pursuant to 17 U.S.C. § 1203(b)(4);
 - e. Award reasonable attorney's fees to the prevailing party pursuant to 17 U.S.C. § 1203(b)(5);
 - f. Order, as part of a final judgment, remedial modification or destruction of the product involved in the violation pursuant to 17 U.S.C. § 1203(b)(6).

COUNT I – MLB PROPERTIES
VIOLATION OF 17 U.S.C. § 1202

180. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 179, inclusive, as if specifically pleaded herein.
181. Defendant MLB Properties, 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, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.
- WHEREFORE, Plaintiffs seek:
182. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant MLB Properties from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant MLB Properties from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

183. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant MLB Properties.
184. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant MLB Properties.
185. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant MLB Properties resulting from Defendant MLB Properties’ violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant MLB Properties as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant MLB Properties’ first submission of the Altered Audiovisual to this Court.
186. Recovery of Plaintiffs’ reasonable costs from Defendant MLB Properties.
187. Recovery of Plaintiffs’ reasonable attorney’s fees from Defendant MLB Properties.

188. An Order that Defendant MLB Properties remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant MLB Properties immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant MLB Properties re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT II – TURNER BROADCASTING SYSTEM, INC.
VIOLATION OF 17 U.S.C. § 1202

189. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 188, inclusive, as if specifically pleaded herein.

190. Defendant TBS, 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, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

191. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant TBS from any further use of the Altered

Audiovisual, including its submission to any court or party, and enjoining Defendant TBS from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

192. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant TBS.

193. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant TBS.

194. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant TBS resulting from Defendant TBS’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant TBS as a result of the ongoing exploitation for profit of the infringing MLB

Audiovisual since Defendant TBS's first submission of the Altered Audiovisual to this Court.

195. Recovery of Plaintiffs' reasonable costs from Defendant TBS.
196. Recovery of Plaintiffs' reasonable attorney's fees from Defendant TBS
197. An Order that Defendant TBS remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant TBS immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant TBS re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

**COUNT III – JOHN BONGIOVI, INDIVIDUALLY
AND D/B/A BON JOVI PUBLISHING
VIOLATION OF 17 U.S.C. § 1202**

198. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 197, inclusive, as if specifically pleaded herein.
199. Defendant Bongiovi, 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, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

200. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Bongiovi from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Bongiovi from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

201. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Bongiovi.

202. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the "FINAL 1" version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or

otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Bongiovi.

203. An award of damages to Plaintiffs for Plaintiffs' actual damages and any additional profits of Defendant Bongiovi resulting from Defendant Bongiovi's violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Bongiovi as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Bongiovi's first submission of the Altered Audiovisual to this Court.

204. Recovery of Plaintiffs' reasonable costs from Defendant Bongiovi.

205. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Bongiovi

206. An Order that Defendant Bongiovi remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Bongiovi immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Bongiovi re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT IV – RICHARD SAMBORA, INDIVIDUALLY
AND D/B/A AGGRESSIVE MUSIC
VIOLATION OF 17 U.S.C. § 1202

207. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 206, inclusive, as if specifically pleaded herein.

208. Defendant Sambora, 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, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

209. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Sambora from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Sambora from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

210. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Sambora.
211. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Sambora.
212. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant Sambora resulting from Defendant Sambora’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Sambora as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Sambora’s first submission of the Altered Audiovisual to this Court.
213. Recovery of Plaintiffs’ reasonable costs from Defendant Sambora.
214. Recovery of Plaintiffs’ reasonable attorney’s fees from Defendant Sambora

215. An Order that Defendant Sambora remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Sambora immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Sambora re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT V – SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP & AFFILIATES
VIOLATION OF 17 U.S.C. § 1202

216. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 215, inclusive, as if specifically pleaded herein.

217. Defendant Skadden, 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 the information set forth in MLBAM's notice of copyright, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

218. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Skadden from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Skadden from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

219. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Skadden from representing co-defendants in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.

220. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Skadden.

221. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the "FINAL 1" version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or

otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Skadden.

222. An award of damages to Plaintiffs for Plaintiffs' actual damages and any additional profits of Defendant Skadden resulting from Defendant Skadden's violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Skadden as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Skadden's first submission of the Altered Audiovisual to this Court.

223. Recovery of Plaintiffs' reasonable costs from Defendant Skadden.

224. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Skadden

225. An Order that Defendant Skadden remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Skadden immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Skadden re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT VI – SCOTT D. BROWN
VIOLATION OF 17 U.S.C. § 1202

226. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 225, inclusive, as if specifically pleaded herein.

227. Defendant Brown, 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, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

228. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Brown from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Brown from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

229. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Brown from representing co-defendants

in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.

230. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Brown.

231. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Brown.

232. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant Brown resulting from Defendant Brown’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Brown as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Brown’s first submission of the Altered Audiovisual to this Court.

233. Recovery of Plaintiffs' reasonable costs from Defendant Brown.
234. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Brown
235. An Order that Defendant Brown remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Brown immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Brown re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT VII – CHRISTOPHER G. CLARK
VIOLATION OF 17 U.S.C. § 1202

236. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 235, inclusive, as if specifically pleaded herein.
237. Defendant Clark, without the authority of the copyright owner or law, intentionally removed or altered, or knowingly and materially contributing to the intentional removal or alteration of, copyright management information from the MLB Audiovisual, including the information set forth in MLBAM's notice of copyright, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

238. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Clark from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Clark from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.
239. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Clark from representing co-defendants in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.
240. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Clark.
241. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual,

excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Clark.

242. An award of damages to Plaintiffs for Plaintiffs' actual damages and any additional profits of Defendant Clark resulting from Defendant Clark's violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Clark as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Clark's first submission of the Altered Audiovisual to this Court.

243. Recovery of Plaintiffs' reasonable costs from Defendant Clark.

244. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Clark

245. An Order that Defendant Clark remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Clark immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Clark re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT VIII – MATTHEW J. MATULE
VIOLATION OF 17 U.S.C. § 1202

246. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 245, inclusive, as if specifically pleaded herein.

247. Defendant Matule, without the authority of the copyright owner or law, intentionally removed or altered, or knowingly and materially contributing to the intentional removal or alteration of, copyright management information from the MLB Audiovisual, including the information set forth in MLBAM's notice of copyright, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

248. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Matule from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Matule from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

249. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Matule from representing co-defendants in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.

250. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Matule.

251. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Matule.

252. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant Matule resulting from Defendant Matule’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Matule as a result of the ongoing exploitation for profit of the infringing

MLB Audiovisual since Defendant Matule's first submission of the Altered Audiovisual to this Court.

253. Recovery of Plaintiffs' reasonable costs from Defendant Matule.
254. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Matule
255. An Order that Defendant Matule remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Matule immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Matule re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT IX – KENNETH A. PLEVAN
VIOLATION OF 17 U.S.C. § 1202

256. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 255, inclusive, as if specifically pleaded herein.
257. Defendant Plevan, without the authority of the copyright owner or law, intentionally removed or altered, or knowingly and materially contributing to the intentional removal or alteration of, copyright management information from the MLB Audiovisual, including the information set forth in MLBAM's notice of copyright, knowing, or

having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

258. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Plevan from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Plevan from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.
259. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Plevan from representing co-defendants in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.
260. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Plevan.

261. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Plevan.
262. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant Plevan resulting from Defendant Plevan’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Plevan as a result of the ongoing exploitation for profit of the infringing MLB Audiovisual since Defendant Plevan’s first submission of the Altered Audiovisual to this Court.
263. Recovery of Plaintiffs’ reasonable costs from Defendant Plevan.
264. Recovery of Plaintiffs’ reasonable attorney’s fees from Defendant Plevan
265. An Order that Defendant Plevan remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Plevan immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Plevan re-file

with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.

COUNT X – CLIFFORD M. SLOAN
VIOLATION OF 17 U.S.C. § 1202

266. Plaintiff re-pleads and re-alleges each and every allegation of paragraphs 1 through 265, inclusive, as if specifically pleaded herein.

267. Defendant Sloan, without the authority of the copyright owner or law, intentionally removed or altered, or knowingly and materially contributing to the intentional removal or alteration of, copyright management information from the MLB Audiovisual, including the information set forth in MLBAM's notice of copyright, knowing, or having reasonable grounds to know, that it would induce, enable, facilitate, or conceal the infringement of Steele's copyright to the Steele Team Song and Steele Town Song.

WHEREFORE, Plaintiffs seek:

268. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Sloan from any further use of the Altered Audiovisual, including its submission to any court or party, and enjoining Defendant Sloan from referring to, or representing that, the Altered Audiovisual is a true, correct, or otherwise accurate copy of the MLB Audiovisual during the proceedings of this or any court.

269. A temporary injunction, until such time as a permanent injunction is deemed appropriate by this Court, enjoining Defendant Sloan from representing co-defendants in the instant case, from representing any defendant in Steele I, and from representing any defendant in any future lawsuit brought by Steele arising from the transactions and occurrences described herein.
270. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all copies of the Altered Audiovisual in the custody or control of Defendant Sloan.
271. An Order impounding into the custody of this Court and/or an appropriate authority as the Court deems just, reasonable, and appropriate, all prior versions, including, but not limited to, the “FINAL 1” version of the Altered Audiovisual, excerpts, deletions, notes, computer files and any other documents or things, digital or otherwise, used directly or indirectly in, or otherwise related to, the creation of the Altered Audiovisual that are in the custody or control of Defendant Sloan.
272. An award of damages to Plaintiffs for Plaintiffs’ actual damages and any additional profits of Defendant Sloan resulting from Defendant Sloan’s violations of 17 U.S.C. § 1202 including, but not limited to, profits directly or indirectly accruing to the benefit of Defendant Sloan as a result of the ongoing exploitation for profit of the infringing MLB

Audiovisual since Defendant Sloan's first submission of the Altered Audiovisual to this Court.

273. Recovery of Plaintiffs' reasonable costs from Defendant Sloan.
274. Recovery of Plaintiffs' reasonable attorney's fees from Defendant Sloan
275. An Order that Defendant Sloan remedially modify the Altered Audiovisual, whether still in its possession or impounded by this Court, including an Order that Defendant Sloan immediately seek to withdraw or have destroyed all copies of the Altered Audiovisual filed with this or any Court, and an Order that Defendant Sloan re-file with said courts un-altered copies of the MLB Audiovisual in place of each withdrawn or destroyed copy of the Altered Audiovisual.
276. Jury Demand: Plaintiffs request a trial by jury in this case.

WHEREFORE, Plaintiffs Samuel Bartley Steele, Bart Steele Publishing, and Steele Recordz seek the relief requested above as well as an award of pre-judgment interest, post-judgment interest, attorney's fees and costs, and any other form of relief which the Court that this Honorable Court deems just and proper.

Dated: July 20, 2010

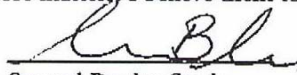
Plaintiffs Samuel Bartley Steele, Bart Steele Publishing, and Steele Recordz, by their counsel,

/s/Christopher A.D. Hunt
Christopher A.D. Hunt
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INDIVIDUAL VERIFICATION

I, Samuel Bartley Steele, a competent person of the full age of majority, declare under the pains and penalties of perjury:

1. I am the plaintiff, along with my two sole proprietorships, Bart Steele Publishing and Steele Recordz, in this case.
2. I have read this complaint attached hereto and know the contents thereof and the same are true to my knowledge, except for those matters therein stated to be alleged on information and belief, as to those matters, I believe them to be true.


Samuel Bartley Steele

Dated: July 19, 2010

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 July 20, 2010.

Dated: July 20, 2010

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