CASE NUMBER: 12-14304 EE

UNITED STATES COURT OF APPEALS

for the

ELEVENTH CIRCUIT

SLEP-TONE ENTERTAINMENT CORPORATION,
Plaintiff-Appellant,

v.

FAYE JOHNSON et. al.,
Defendants-Appellees,

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
RICHARD SMOAK, DISTRICT COURT PRESIDING

RESPONSE BRIEF OF APPELLEES

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UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 12-14304

SLEP-TONE ENTERTAINMENT CORP. v. FAYE JOHNSON et. al.

CERTFICATE OF INTERESTED PERSONS AND CORPORATE DISCLOSURE STATEMENT

The Defendants-Appellees, Donovan's Reef Lounge & Package Store, Inc. and Green Glass Mall, Inc., identifies the following persons and entities having an interest in the proceeding, pursuant to 11th Cir. R. 26.1-1:

Applebaum, Steven	Attorney for Defendants
Dever, Steven Mitchell	Attorney for Defendants
Donovan's Reef Lounge & Package Store, Inc.	Defendant
Green Glass Mall, Inc.	Defendant
Harrington, James M.	Attorney for Plaintiff
Kahn, Charles	Magistrate Judge
Paynter, Robert L., Sr.	Defendant
Smoak, Richard	Trial Judge
Slep-Tone Entertainment Corporation	Plaintiff

The Defendants, Donovan's Reef Lounge & Package Store, Inc. and Green Glass Mall, Inc., have no parent, subsidiary, or affiliate corporations required by

UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

No. 12-14304

SLEP-TONE ENTERTAINMENT CORP. v. FAYE JOHNSON et. al.

the Rule to be indentified herein. Neither Defendant is a publicly held corporation.

Service this date is being made by U.S. mail upon the parties of record in this action.

This 8th day of November, 2012.

/s/ Steven L. Applebaum
Attorney for Appellees

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Rules, Statutes, and Other Authorities

TABLE OF RECORD REFERENCES

Brief Pg. #	Document Description	Docket/Tab#
17	Plaintiff's Response in Opposition to Defendants' Motion to Compel	129
17	Order re Defendants' Motion to Compel	135
2-6,9-11 15,16	Trial Transcript (Proceedings held 2 July 2012) (Excerpts)	193
3,6	Trial Transcript (Proceedings held 2 July 2012) (Excerpts)	194
2	Plaintiff's Trial Exhibit 1	C
2	Plaintiff's Trial Exhibit 2	D
2	Plaintiff's Trial Exhibit 3	E
2	Plaintiff's Trial Exhibit 4	F
5	Plaintiff's Trial Exhibit 6	H
5,12	Plaintiff's Trial Exhibit 8	I
5,12	Plaintiff's Trial Exhibit 9	J
5,12	Plaintiff's Trial Exhibit 10	K
5,12	Plaintiff's Trial Exhibit 11	L
5,10-15	Judgment	201
18	Plaintiff's Motion for Attorney Fees	211

STATEMENT REGARDING ORAL ARGUMENT

Oral argument is not requested.

I. JURISDICTIONAL STATEMENT

Defendants accept and adopt the jurisdictional statement of the Plaintiff.

II. STATEMENT OF THE ISSUES

A. Whether the district court erred by not awarding the Plaintiff the profits of Defendants.

B. Whether the district court erred by not entering an injunction against Defendants' possible future infringement of Plaintiff's trademarks.

C. Whether the district court erred in declining to enter an award of attorney fees and costs in connection with a disputed issue related to discovery, and in granting an award of attorney fees and costs to the Defendants regarding the Plaintiff's refusal to testify as to the basic facts Plaintiff relied upon in filing its complaint.

III. STATEMENT OF THE CASE

With the following exception, the Defendants accept and adopt the Statement of the Case of Plaintiff. At the bench trial the district court received documentary exhibits relating to the Defendants' sales of alcohol, but said sales do not relate to the "karaoke shows" as stated by Plaintiff.

IV. STATEMENT OF THE FACTS

Plaintiff, Slept-Tone Entertainment Corporation ("Slep-Tone") is a business involved in the production and distribution of prerecorded karaoke music products on compact discs. Doc 193 - Pg 13-15. Currently, Slep-Tone does not record new music, and a majority of its present business involves litigating trademark claims. Doc 193 - Pg 83, 87-88.

Slep-Tone holds two federal trademark registrations for the term SOUND CHOICE. Docs C-F (Pl.Exhs 1-4). The SOUND CHOICE marks appear on Slep-Tone's products. Doc 193- Pg 19. Slep-Tone produces karaoke tracks which it places on disc. Doc 193-Pg 20-21. Slep-Tone does not sell its product on computer hard drives. Doc 193-Pg 20-21. However, it is common in the karaoke industry to transfer the content of karaoke compact discs, including Slep-Tone's, onto computer hard drives through a process known as "ripping" or "media shifting" because of the ease by which songs can be played. Doc 193 - 22-23.

Defendants, Donovan Reef Lounge & Package Store, Inc. ("DR") and Green Glass Mall, Inc. ("GGM") are Panama City Beach, Florida based businesses. Doc193 - Pg 144-145. Each business operates a bar and separate liquor store, and DR also operates a convenience store. Doc 193 - Pg 144-145. Both DR and GGM play karaoke as an incident to their bar business. Doc 193 Pg

145.

DR and GGM each have their own karaoke equipment, and purchase their own karaoke discs. Doc 193-Pg 145. DR and GGM own not only discs made by Slep-Tone, they also own discs from several other manufacturers. Doc 193 - Pg 202. In September of 2007, DR and GGM copied their karaoke discs to hard drives so the music could played via computer. Doc 193-Pg 159. Currently, DR and GGM have a total of three hard drives that are identical to each other in terms of karaoke content; one hard drive for each business, and one hard drive is a back up. Doc 193 Pg 34, 53-54, 160. George Davis, the representative for DR and GGM testified that he purchased all of the discs for the music currently on the hard drives, but a number of the discs were either lost or stolen over the years. Doc 193- Pg 158, 168-169.

The crux of Slep-Tone's case is that DR and GGM were not permitted to transfer the discs they purchased to the hard drives without Slep-Tone's permission pursuant to Slep Tone's "media-shifting policy." Doc 193 - Pg 23-28, 34, 41-42. Slep-Tone's position is that DR and GGM should have an original disc for each musical track contained on each hard drive. Doc 193 - Pg 23. Slep-Tone is not claiming DR or GGM improperly sold discs or purchased discs on the "black market." Doc 193 - Pg 94.

Slep-Tone started its media-shifting policy in 2007, which in part provides that for each karaoke track on a hard drive, the operator must own and possess the original disc containing the track, and notify Slep-Tone in advance. Doc 193 - Pg. 23, 62-63, 118. Slep-Tone claims to have communicated its policy via literature included with each new disc, and in trade magazines advertisements. Doc 193 - Pg 62-63, 81. However, Slep-Tone did not introduce into evidence any written documentation of its media shifting policy. Furthermore, Slep-Tone's discs do not provide any warning not to copy a disc to your hard drive unless you keep the original disc. Doc 193 - Pg 98. Until they were served with Slep-Tone's complaint, DR and GGM were not aware of Slep-Tone's media shifting policy. Furthermore, DR and GGM did not believe they were doing anything wrong by copying their discs to their hard drives. Doc 193 - Pg 171-172. George Davis, the representative for DR and GGM testified that he had lost discs over the years, and a number of his discs were stolen. Doc 193- Pg 158, 168-169.

During discovery, Slep-Tone audited one of DR and GGM's hard drives (all three drives were identical) and compared its content to DR and GGM's compact disc holdings. Doc 193 - Pg. 34. DR and GGM did not segregate their respective disc holdings, so the materials were considered together. Doc 193-Pg 33. The hard drive inspected had a total 222 discs. Slep-Tone asserted DR and GGM were required to have a disc for each disc copied onto the hard drives, one for each hard drive (this included the hard drive DR and GGM used solely as a back up). Doc H - Page 12; Doc 193 - Pg 41-42. The audit revealed DR and GGM had one copy of 142 discs, two copies of 87 discs, and three copies of 11 discs. Based upon this methodology, the court found DR and GGM were missing 426 discs. Doc 201 - Pg 14.

In support of its claim to DR's and GGM's profits as a measure of damages, Slep-Tone introduced DR's and GGM's gross sales for liquor in its lounges, and the percentage of time karaoke was available during those sales. Docs I-L (Pl Exh. 8-11). The district court found that DR and GGM profited to some extent by having karaoke. Doc 201 - Pg 5. However, the district court refused to award DR's and GGM's profits because the district court stated the "defendant's profits are an unreliable measure of damages," and that "Plaintiff's own damages–its lost revenue– is the only reasonable approach." Doc 201 - Pg 14.

George Davis testified that karaoke is merely incidental to DR's and GGM's bar business. Doc 193 - Pg 146. DR and GGM derive no income directly from allowing individuals to participate in karaoke. Doc 193 - Pg 172. They do not charge a fee for people to enter their establishments, nor do they charge for individuals to sing karaoke. Doc 193 - Pg 172. Neither establishment advertises they have karaoke. Doc 193 - Pg 172. Mr. Davis does not consider his establishments karaoke businesses, but "liquor stores that happens to have a bar attached to it where I play tunes on a juke box; and I play tunes and karaoke a few hours a week at DR and more at Sweet Dreams." Doc 193 - Pg 227.

At DR, karaoke played on Thursday, Friday and Saturday nights from 9:00 PM -1:00AM, and at GGM, karaoke played each night. Doc 193 - Pg 146,152. Mr. Davis testified that the hours from 10PM to 2AM are really good hours for business in general. Doc 193 - Pg 154. Furthermore, Mr. Davis could not ascribe a particular reason, including karaoke why many of his customers come to his establishments. He stated that "people go to a bar for many reasons, and particularly bars that have very long hours that stay open very late." Doc 193-Pg 148. Mr. Davis admitted that there are some customers who frequent his establishment for karaoke, but "karaoke singers are the worst drinkers" because they want to be sober to sing. Doc 193 - Pg 147.

V. SUMMARY OF ARGUMENT

The district court's decision's should be affirmed in all respects. First, the district court's refusal to assess DR's and GGM's profits as a component of damages was well supported by the facts and law. Slep-Tone failed to prove that DR's and GGM's profits from liquor sales were attributable to the improper use of

Slep-Tone's mark on its karaoke product. Furthermore, under these set of facts, principles of equity dictate that the district court's award of Slep-Tone's lost revenues more than meets the policies outlined in 15. U.S.C. § 1117(a). Most notably, there is no evidence DR or GM infringed upon Slep-Tone's mark in a deliberate attempt to cash in any good will of Slep-Tone. DR and GGM may have unknowingly disregarded Slep-Tone's rights, however, it was not done in an attempt to profit from Slep-Tone's mark.

Furthermore, the district court did not abuse its discretion in refusing to issue a permanent injunction. The district court implicitly balanced the hardships between the parties, and determined an injunction was not warranted. Slep-Tone has been made whole by the judgment, and given Slep-Tone does not produce new music, there is no need for an injunction to prevent future infringement because DR and GGM are not likely to purchase any Slep-Tone product in the future.

With respect to the discovery sanctions, the district court did not abuse its discretion in ordering Slep-Tone's representative to answer the most basic of discovery questions, to wit: "What is the basis for your lawsuit against DR?" The work product doctrine does not apply to such a fundamental question, and neither does attorney-client privilege merely because Slep-Tone's attorney communicated the contents of a report from the pre-suit investigation to Slep-

Tone's representative.

In addition, the district court did not abuse its discretion in denying Slep-Tone's motion for attorney fees arising from a motion to compel. Without ruling if DR's and GGM's non-compliance was justified, the court appeared to rule that both parties were equally at fault because they could not agree upon discovery related issues throughout the litigation. Consequently, not only did the district court deny Slep-Tone's motion for attorney fees, but simultaneously withdrew a previous order awarding attorney fees to DR and GGM.

The district court's judgment and orders relating to the award of attorney fees for discovery issues should be affirmed in all respects.

VI. ARGUMENT

A. Standard of Review

DR and GGM accept and adopt Slep-Tone's standard of review, but have supplemented the standard of review in Section VI(B).

B. The district court correctly denied Slep-Tone's request for DR's and GGM's profits from liquor sales be used as a measure of Slep-Tone's damages.

The district court correctly denied Slep-Tone's request for DR's and GGM's profits from liquor sales as a measure of Slep-Tone's damages. As the district court stated, "this is not the typical trademark case where the infringer produces a product and markets it under the trademark of another," and it "is not even the typical case of pirated media sold as an original." Doc 193 - Pg 6,7.

In the same vein, the Slep-Tone's request for profits is also atypical. This is not the typical case in which an infringer is asked to disgorge profits from the sale of the infringing product (i.e. the sale of counterfeit Levi jeans). Slep-Tone is asking the court for DR and GGM to disgorge profits from the sale of liquor at their lounges while some of Slep-Tone's karaoke discs, a completely different product, may have been playing.

Under 15 U.S.C. § 1117(a), an accounting of a defendant's profits may be awarded in a trademark infringement action "subject to the principles of equity." Thus, an award of a defendant's profits is not automatic. *See Champion Spark Plug Co. v. Sanders,* 331 U.S. 125, 131 (1947). In the Eleventh Circuit, profits are only available when (1) the defendant's conduct was willful and deliberate, (2) the defendant was unjustly enriched, or (3) an award of profits is necessary to deter future conduct. *Howard Johnson Co., v. Khimani,* 892 F.2d 1512, 1521 (11th Cir. 1990). The district court did not make any such finding. Slep-Tone asks this Court to find DR's and GGM's actions were willful solely on the basis that they should have known not to transfer the karaoke discs based upon the "standard" copyright language contained on the discs, and the transferred tracks were indinstinguishable from the originals. [1] Such conduct does not come close to rising to the level of willful and deliberate conduct.

Willfulness requires a conscious awareness of wrongdoing by the defendant or at least conduct deemed "objectively reckless" measured against standards of reasonable behavior. *See Safeco Ins. Co. Of Am. V. Burr*, 551 U.S. 47,55-58 (2007). DR and GGM merely transferred the content of discs on to computer hard drives for ease of use. Doc 193 - Pg 171-172. George Davis testified he was not aware this was in violation of any law, and that he was never made aware of Slep-Tone's media shifting policy until he was served with the lawsuit. Doc 193 - 171-172. Furthermore, the district court refused to grant Slep-Tone an injunction because the media shifting policy was so ill-defined. Doc 201 - Pg 14. It's difficult to ascribe DR's and GGM's conduct as willful if Slep-Tone could not properly define its own policy for the court.

Moreover, there is no evidence DR or GM infringed upon Slep-Tone's mark in attempt a deliberate attempt to cash in any good will of Slep-Tone. DR or

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[1] It is Defendants' position that making such factual findings would be an improper exercise of this Court's appellate role, and if necessary, this issue should be remanded to the district court. *See Burger King Corp. v. Mason,* 710 F.2d 1480, 1495 (11th Cir. 1983).

GGM did not sell or purchase copied discs on the "black market" or intentionally attempt to profit from their acts in any way. Doc 193 - Pg 94. This Court has found the profit motive a factor in determining whether an infringement was willful. *See Burger King Corp. v. Mason,* 855 F. 2d 779, 781 (11th Cir. 1988). DR and GGM may have unknowingly disregarded Slep-Tone's rights, however, it was not done in an attempt to profit from Slep-Tone's mark. *See Texas Pig Stands, Inc. v. Hard Rock Café Intern.*, 951 F.2d 684, 694 (5th Cir. 1992).[2] Finally, there was no evidence of fraud or palming off, which are other grounds for refusing to award profits. *Champion Spark Plug Co.,* 331 U.S. at 131.

Ultimately, Section 1117(a) affords wide discretion to apply principles of equity when a claim for profits is made. *Quick Technologies v. Sage Group PLC,* 313 F.3d 338, 350 (5th Cir. 2002). The district court implicitly applied principles of equity when it stated that the only "reasonable approach" to awarding damages was to award Plaintiff its lost revenue, and that the "sum awarded comports with the policies outlined in 15 U.S.C. §1117(a)." Doc 201 - Pg 14. The equities in this case, including most notably, the sheer lack of evidence presented in this case

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[2]The 5th Circuit refused to award lost profits to plaintiff for Hard Rock Café's infringement of Plaintiff's mark "pig sandwich" in part because the court found the infringement occurred not as an attempt to profit from the mark, but as an unknowing disregard of plaintiff's rights.

regarding willfulness dictates this Court affirm the district court's decision denying Slep-Tone's request for profits.

Assuming for the moment the facts of this case were such that the district court should have considered awarding DR's and GGM's profits, then Slep-Tone is only entitled to those profits attributable to the unlawful use of its mark. *Gucci America, Inc., v. Daffy's Inc.*, 453 F.3d 228, 242 (3rd Cir. 2003); *Quick Technologies,* 313 F.3d at 350 (citing *Texas Pig Stands, Inc. v.* 951 F.2d at 696). Furthermore, Slep-Tone has the burden of proving that lost profits are attributable to the unlawful use of the mark. *Id.*

The district court found that Slep-Tone did not carry its burden of proving that DR and GGM's liquor sales were attributable to the unlawful use of Slep-Tone's trademarks relating to is karaoke discs. To support its claim to profits, Slep-Tone introduced DR's and GGM's gross sales for liquor in its lounges, and the percentage of time karaoke was available during those sales. Docs I-L; (Pl Exh. 8-11). Slep-Tone asserted profits could be calculated by taking that portion of the liquor sales in proportion to the hours karaoke was available to customers Doc. 201 - Pg 13, 14. The district court found it "unreasonable to ascribe every liquor sale occurring in proportion to the hours when karaoke is playing to the karaoke performance itself." Doc 201-Pg 14. The district court further stated that the "shows were an incident to the bar business," and that "proving the corporate defendants' sales is a difficult task in this case because Slep-Tone did not charge a fee for their karaoke shows or a fee to enter the establishment. " Doc. 201 - Pg 13. Ultimately the court found, "defendants' profits are an unreliable measure of damages." Doc 201 - Pg 14.

Under the clear error standard, the district court's factual finding that Slep-Tone did not carry its burden concerning DR's and GGM's profits must stand unless this court is left with the definite and firm conviction that the district court made a mistake. In the instant case, it cannot be said the district court made a mistake. The record simply does not establish what percentage of liquor sales, if any, was the result of Slep-Tone's mark. Put another way, DR's and GGM's liquor sales may have been the result of a variety of factors. The fact karaoke music was available while liquor was sold was at most only an incidental factor in the purchase of liquor, or no factor at all. DR and GGM made karaoke available only at the busiest time of the evening at DR between 9PM and 1AM. Other factors such as location, pricing, etc., may all have played a factor in the purchase of liquor while karaoke was available.

Slep-Tone's assertion that the district court declined to assess DR's and GGM's profits because of lack of proof regarding the segregation of the profits is simply incorrect. The district court declined to assess profits because Slep-Tone could not prove by a preponderance of the evidence that DR's and GGM's liquor sales were attributable to the use of Slep-Tone's mark. Doc 201 - Pg 14. Slep-Tone cites cases in its opening brief that Slep-Tone only needs to prove gross sales, and then it is up to the infringer to prove which, if any of the sales, were not attributable to the wrongful act. However, these cases generally involve garden variety direct infringements such as the counterfeit use of a mark on a sale of shoes. *See Mishawaka Rubber & Woolen MFG. Co.* 316 U.S. 203 (1942). Furthermore, this case does not involve direct competition between the parties. DR and GGM were not selling counterfeit Slep-Tone products. If so, DR's and GGM's profits would be a rough measure of Slep-Tone's damages. *Nutrivida Inc., v. Immuno Vital, Inc.,* 46 F.Supp.2d 1310 (S.D. Fla. 1998). There simply is little to no connection between Slep-Tone's mark for its karaoke product and DR's and GGM's liquor sales. Consequently, this Court should affirm the district court's decision.

C. The district court did not abuse its discretion in refusing to grant Slep-Tone's request for an injunction.

The standard of review of a decision regarding the request for an injunction is abuse of discretion. *Angel Flight of Georgia v. Angel Flight America*, 522 F.3d

1200 (11th Cir. 2008).

Slep-Tone is correct that the district court did not explicitly engage in any analysis of the test set forth in *eBay Inc., v. MercExchange, L.L.C.*, 547 U.S. 388 (2006). However, in refusing to enter the injunction "because the boundaries of media shifting policy are ill defined and it would be difficult to fashion an injunction to comport with that policy," the district court implicitly balanced the hardships between the parties, and determined a remedy in equity was not warranted. Doc 201 - Pg 14.

Slep-Tone asserts its media shifting policy was an accommodation on its part in which it would give permission to a karaoke operator to media shift marked content. Doc 193 - Pg 23-28. Furthermore, Slep-Tone asserts the media shifting policy is void as to all discs if a karaoke operator fails to comply with the policy. Doc 193 - Pg. 28. Based upon its decision, the district court clearly disagreed with Slep-Tone. The district court implicitly ruled DR and GGM were entitled to media shift as long as they maintained the original discs. Otherwise, since DR and GGM were out of compliance with Slep Tone's policy, the district court would have awarded Slep-Tone damages for the songs on DR's and GGM's hard drives, not just the songs for which DR and GGM did not have original discs. Doc 201 - Pg 14.

Consequently, contrary to Slep-Tone's assertion, the district court was of the opinion it had to consider the media shifting policy in crafting an injunction. The evidence presented concerning the media shifting policy presented by Slep-Tone consisted solely of testimony of Slep-Tone's representative. Therefore, it was reasonable for the district court to find the media-shifting policy ill defined.

Furthermore, based upon the record, the refusal to enter an injunction is not unreasonable. Currently, Slep-Tone does not record new music, and a majority of its present business involves litigating trademark claims. Doc 193 - Pg 83, 87-88. Consequently, there is not much danger in DR and GGM purchasing more of Slep-Tone's product, and transferring its product to a hard drive. Slep-Tone has a current audit of DR's and GGM's SOUNDCHOICE discs; consequently it would not be difficult to determine if DR and GGM do not have the original discs for the music they have on their hard drives. Finally, the district court awarded Slep-Tone a judgment for the all of the music DR and GGM had on their hard drives for which they did not have originals.

An injunction is not necessary in this case. Slep-Tone has been made whole by the judgment, and given Slep-Tone does not produce new music, there is no justification for an injunction to prevent future infringement.

D. Slep-Tone's corporate representative's refusal to testify as to the facts which Slep-Tone relied upon to support its lawsuit was not substantially justified.

At deposition, Slep-Tone's corporate representative was asked basic questions regarding the factual reasons for Slep-Tone filing suit including, "What is the basis for your lawsuit against DR?" Doc 135- Pg 2. Slep-Tone's representative refused to answer the question asserting work product and attorney-client privilege. The magistrate judge wrote a well reasoned eight page opinion explaining why the work product rule is not implicated merely because one party asks the other for the facts which support its position. Doc 135. Now Slep-Tone asserts the magistrate failed to consider Slep-Tone's attorney-client privilege claim.

Slep-Tone's sole basis for the attorney-client privilege is that Slep-Tone's attorney communicated the information contained in the materials produced by SlepTone's investigator. Doc 129 - Pg 2. This argument is not well founded given every witness could assert attorney-client privilege as to the underlying facts of a party's claim by asserting they learned the facts from their attorney. The district court's decision affirming the magistrate's decision should be affirmed.

E. The district court's refusal to award attorney fees to Slep-Tone for alleged discovery violation was not an abuse of discretion.

After the underlying case was resolved on the merits by the district court, Slep-Tone filed a motion for attorney fees for alleged discovery violations by DR and GGM. Doc 211. The magistrate judge entered an order denying Slep-Tone's motion, and vacating the previous order granting DR and GGM attorney feees. Doc 218.

Contrary to Slep-Tone's assertions, when read as a whole, the Order does offer justification for refusing to enter the attorney fee award. Specifically, that both parties were equally at fault; therefore, neither party would be assessed fees. The magistrate judge stated that "as usual in this case, the parties disagreed on almost everything," that the parties have litigated two separate motions for attorney fees after the case was resolved on the merits, and that the "matter must come to an end." Doc 218 - Pg 1.

Since the magistrate judge implicitly found both parties at fault, he decided not to assess attorney fees to either party, thus forming the basis for the magistrate judge's decision to vacate DR's and GGM's prior attorney fee award. The magistrate judge's ruling represents a finding under Rule 37(a)(5) (A) (iii) that the continual inability by both parties to agree on anything makes an award of expenses unjust to either party. Consequently, the district court's decision is not an abuse of discretion, and should be affirmed.

VII. CONCLUSION

The district court's judgment and orders regarding discovery should be affirmed in all respect.

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CERTIFICATE OF COMPLIANCE

1. This brief complies with the type volume limitation of Fed.R.App.P. 32(a)(7)(B) because this brief contains 4104 words, excluding the parts of the brief exempted by Fed.R.App.P. 32(a)(7)(B)(iii).

2. This brief complies with the typeface requirements of Fed.R.App.P. 32(a)(5) and the type style requirements of Fed.R.App.P. 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Corel WordPerfect X4 in 14-point Times New Roman.

Date: November 8, 2012

Steven L. Applebaum, Esq.

CERTIFICATE OF SERVICE

I Hereby Certify that a two copies of the foregoing document, the Appellees Response Brief has been forwarded by regular U.S. Mail as First Class Mail, postage prepaid, to counsel of record for Appellant, James Harrington, P.O. Box 403, Concord, NC 28026-0403 on this 8 day of November, 2012.

I have also this date caused the original and six copies of this document to be deposited with the United States Postal Service, as First Class Mail (or a higher class of service), postage prepaid to John Ley, Clerk, U.S. Court of Appeals for the 11th Circuit, 56 Forsyth St. N.W., Atlanta, GA 30303

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